The Bombay Gazette.

No. 6,982.—New Series. BOMBAY :—SATURDAY, JUNE 24, 1871. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION. [illegible]

Back Numbers .... „ 0 8

TERMS FOR ADVERTISEMENTS.

Ten Lines and under

First insertion	Rs. 5 0
Second Ditto	„ 2 8
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per line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per line.
Second Ditto	4½ „ „
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In the Native Languages, double the above.

DOMESTIC OCCURRENCES. EACH—RUPEE 1.

ALL CHEQUES, MONEY ORDERS, and other Remittances, should be made payable to the "Proprietor of the Bombay Gazette."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship PENANG, 699 Tons, 120 H.P., Commander A. [illegible], will be despatched on TUESDAY, the 4th July 1871, at noon.

	July.		July.
Leave BOMBAY	4	Leave Madras	17
„ Carwar	6	„ Coconada	19
„ Narrakel	8	„ Vizagapatam	20
„ Alleppey	9	„ Bimlipatam	20
„ Tuticorin	10	„ Gopaulpore	21
„ Colombo	11	„ False Point	22
„ Galle	12	Arrive CALCUTTA	23
„ Negapatam	15		

During the S. W. Monsoon, viz., from the beginning of June to end of August, the Steamers do not communicate with the ports of Mangalore, Cannanore, Calicut and Cochin, but passengers for the Neilgherries may be landed at Narrakel, six miles north of Cochin, from whence they may proceed by back water to stations on the Madras Railway.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF via KURRACHEE.

Interchanging Cargo and Passengers at Bussora, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

The Steam Ship MARTABAN, 515 tons, 110 H.P., Commander G. W. BEYTS, will be despatched on SATURDAY, the 24th June, at noon.

	June.		July.
Leave BOMBAY	24	Leave BUSSORAH	14
„ Kurrachee	28	„ Fao	14
„ Guadur	29	„ Bushire	15
	July.		
„ Muscat	1	„ Linga	20
„ Bunder Abbas	3	„ Bunder Abbas	21
„ Linga	5	„ Muscat	23
„ Bushire	7	„ Guadur	25
„ Fao	9	„ Kurrachee	29
			Aug.
Arrive BUSSORAH	10	Arrive BOMBAY	1

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every SATURDAY, at noon.

The Steam-ship KURRACHEE, 510 Tons, 120 H. P., Commander A. COTTIER, will be despatched on SATURDAY, the 1st July 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).

ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA. The regular Steamers leave GENOA on the 24th, and BOMBAY on the 1st of each month,

PASSENGER RATES,

(Inclusive of all Transit Fees through the Canal.)

To	1st Class.	2nd Class.	3rd Class.
Aden	£22	£15	£4
Suez	36	22	8
Port Said	38	24	9
Alexandria	39	25	9-10
Messina	45	32	12
Naples	47	33	13
Leghorn	50	34	14
Genoa	50	34	14
Marseilles with transhipment at Genoa	52	35	14-10

2nd Class: Including Wines at Table. 3rd Class: Without Food.

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Next Steamer from Bombay,

PERSIA, on SATURDAY, 1st of July, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 26th May 1871.

PRINTING TYPE.

Messrs. MILLER AND RICHARD'S EXTRA HARD METAL.

THE undersigned keep in stock a supply of the LEADING FOUNTS, also of FANCY and JOBBING TYPE, METAL FURNITURE, BRASS RULES, CASES, &c. The type is unequalled for durability and economy, as is shown by its adoption in [illegible] of the leading Newspaper Offices of the United Kingdom.

A liberal discount will be given from list prices on orders for considerable amount. Orders for Type, Presses, and other Printing requirements [illegible] through the undersigned, will be [illegible] on favourable terms.

C. MACDONALD & Co.

Victoria Buildings, 1st April 1871.

CAUTION.—ADAMS' PATENT CENTRAL FIRE BREECH-LOADING REVOLVERS, as exclusively adopted by H. M. War Department.

We have received information this day that Revolvers are being advertised and sold in India as "Adams' Revolvers," the same not being our make.

We would caution purchasers against these spurious imitations, and ask them to note that the side of our Revolver is marked with our trade mark—J.A.—(in monogram) as engraved.

Adams' Small Arms Company, 391, Strand, London; John Adams, Managing Director. March 1, 1871.

Circulars and price lists to be had on application.

MESSRS. HEPTOOLA ALLEEBHOY AND COMPANY.

[illegible], APOLLO STREET, OPPOSITE THE SECRETARIATE,

Beg respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels, and every description of engineering plant for the repairs of steamers, &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles on hand enumerated below, which may meet with attention:—

Galvanized Iron.
Peacock's and McInnes's Anti-fouling Composition
McDougall's Disinfecting Powder.
Taps and Dies (Whitworth's), complete in cases.
Boiler Iron Bars, Plates and Rivets.
Trieste Flour in barrels, at Rs. 24 a barrel.
Copper and Brass Pipes of sizes.
Portland Cement in Casks.
[illegible] Hoop Iron.
[illegible]
[illegible] English Bellows.
Canvas.
[illegible] Skins.
[illegible] Twine.
[illegible] Cement.
[illegible], of various sorts
Wire Netting.

Fire Engines complete.
Patent Water Closets.
Traversing Screw Jack
Corrugated Iron.
Belting of sizes.
Clear Cloth.
Paper for Mill use.
Iron Tanks of sizes.
Fire Bricks.
Perforated Zinc Sheets.

N.B.—The Trade supplied at moderate rates.

ADVERTISING AT RAILWAY STATIONS.

THE Proprietor of the "Bombay Gazette" Press having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices or Advertisements on the lines.

The announcements may be in English or in any of the Native languages.

The advantages which Railway Stations present as a means of bringing intimations of all kinds before the public have been demonstrated in England by the extensive use which is made by Advertisers, of every station, great and small, along every line in the United Kingdom.

Insurance Companies, Shipping Companies, Hotel-keepers, Merchants, Traders, and others who wish to force their business on the notice of the public, all alike value the privilege of Railway Station Advertising.

There is no reason why the privilege should not be also specially valuable to Advertisers in India. Looking to the great and increasing number of Native Railway passengers on the two Trunk lines of Western India, native merchants, traders, &c would find that they have the privilege of advertising in their own language, would find the publication of their announcement, at Railway Stations a decided means of extending their business.

Placards, according to the taste of Advertisers, may be printed at the "Bombay Gazette" Press.

Advertisers can select the Stations, on either line, at which they wish their Placards posted, and may advertise for any period that may be agreed on. The charges have been fixed on an exceedingly moderate scale to encourage Advertisers to make a liberal use of the new means now offered of making announcements known to the public.

Terms of Advertising may be learned on application to the Manager "Bombay Gazette" Press.

Bombay "Gazette" Press, 1871.

COPPER-PLATE PRINTING, ENGRAVING, &c.—VISITING CARDS, Invitation Cards, Wedding Cards and Envelopes, Cheques, Bills of Lading, Office and Bank Seals, Seals for Stamping Envelopes, &c., engraved to order, and at moderate prices. Specimens may be seen at the Office of the "Bombay Gazette" Press.

SHIPPING.

OVERLAND ROUTE.

On Tuesday, the 27th June, at 3 P.M., from Mazagon.

THE P. & O. Co.'s S. S. SUMATRA (2,201 tons, and 500 H.P.) Captain C. FRASER, will LEAVE for SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small steamer will leave the New Dock Head at Mazagon at 3 P.M. precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows :—

To BRINDISI	First Class	Rs. 600	Second Class	Rs. 300
To SOUTHAMPTON	„	„ 650	„	„ 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. TRAVANCORE, (1,900 tons, and 400 H.P.), Captain C. H. EASTLEY, will be despatched for the above Ports on WEDNESDAY, the 5th July, leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras, Calcutta, and Australia.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 A.M. on Tuesday, the 4th proximo.

G. F. HENRY, Superintendent.

SALES BY AUCTION.

CRAWFORD AND COMPANY,

3, MARINE STREET.

SALE OF COTTON.

THIS DAY SATURDAY, the 24th instant, at 4 P.M., Messrs. CRAWFORD & Co. will sell by Public Auction, in the Bombay, Baroda and Central India Railway Company's Cotton Yard at Colaba, the undermentioned 3 Lots of Cotton :—

V H—4 Bales of Cotton and 1 Bale of Loose Cotton.
N K—4 Bales of Dhollera Cotton.
10 Candies of Cotton Pickings.

SALE OF LANDED PROPERTY.

NOTICE is hereby given, that THIS DAY SATURDAY, the 24th day of June, 1871, at 4 P.M., at the premises, Messrs. CRAWFORD and Co., under the instructions of Thacker Nathabhoy Jadowjee, the Mortgagee, and on account and at the risk of Canjee Pragjee, the Mortgagor, will proceed to a sale by auction of the property more particularly described below, under the power for that purpose, contained in an indenture of mortgage, dated the 31st day of October 1870, and made between the said Canjee Pragjee of the one part, and the said Thacker Nathabhoy Jadhowjee of the other part.

For further particulars apply to the Auctioneers, or to the undersigned, at their Office at Graham's Buildings, Parsee Bazaar Street, Bombay.

Dated this 16th day of June 1871.

HEARN, CLEVELAND, & PEILE,
Attorneys for Mortgagees.

All that message, tenement, or dwelling-house, but and standing in the fazendaree ground of Mahomed Ismail bin Cumroodeen Naik Wagray, situate, lying, and being without the Fort walls of Bombay, on the west side of New Bengallee Poora, Oomercarry Street, in the sub-district of Mandvee, assessed by the Collector of Assessment under No. 47, containing by admeasurement 24 feet in breadth, including a gully on either side, and 65 feet and 9 inches in length (be the same little more or less), and bounded as follows :—that is to say, on or towards the east and west by the public road called New Bengallee Poora or Oomercarry Street, on or towards the north by a passage and a house of Bahadurkhan bin Roostumkhan, and on or towards the south also by a passage and the house of Khutiza Bibee, widow of the late Hoosen Bangy, and which said message, tenement, dwelling-house, was formerly in the occupation of Khoja Lella Purson, and is now in the occupation of Khoja Meghjee Soomar and Dossa Alloo.

CRAWFORD & Co.

Bombay, 24th June 1871.

BENNETT AND COMPANY.

No. 5, FORBES STREET.

WEEKLY SALE.

THIS DAY, SATURDAY, the 24th instant, Messrs. BENNETT and Co. will sell by Public Auction, at their Rooms, a good quantity of Grey and Coloured Piece Goods, T Cloths, Madapollams, &c., &c.

8	Bales 300 lbs. each No. 30-50 T Red Twist.
7	Dozen Cash Boxes of sizes.
450	Bundles Argand Lampwicks from No. 7 to No. 15—50 bundles of each No.
100	ditto Kerosine Lampwicks from No. 5 to No. 9—20 bundles of each No.
7	Pairs of Braces, and a few Belts, Bottle Seals, Ice Pitchers, Revolver, &c.
99	Bundles Hoop Iron, 1½ in.
113	ditto ditto 1¼ in.
	Gold Watches.
1	Open-face Chronometer.
1	French Repeater.

AT 1 P.M.

A handsome small Bay Pony, a good jumper, and believed to be sound.

1 Handsome English-built Brougham by G. Pelisier, Senr. London.

THIS DAY SATURDAY, the 24th instant, at 3 P.M., Messrs. BENNETT and Co. are instructed to sell by Public Auction, in Forbes Street, Fort, near Messrs. David Sassoon's Office, a few articles of Blackwood and Teakwood Office Furnitures, and a few articles of Household Furniture, such as Plain Writing Tables, both Blackwood and Teakwood, Blackwood Chairs, Benches, a handsome Blackwood Round Table, ditto Dressing and Washing Tables, Easy Chairs, Sideboard, Camp Cots, Reclining Couches, &c.

AUCTION SALE of valuable and handsome Household Furniture, Plated, Glass and Porcelainware, a first-class Rosewood Grand Square Piano, by Schiedmayer and Soehne, one handsome English-built Park Phaeton, by Kinross, with a pair of handsome fast-trotting Iron Grey Horses and Harness, &c., at Chinchpoogly, behind Upna Cottage.

On MONDAY, the 26th instant, Messrs. BENNETT and Co are instructed to sell by Public Auction, at the abovementioned place, the valuable and handsome Household Furniture, Plated, Glass and Porcelainware, &c., &c., the property of E. A. Sissignal, Esq., the same comprises rich Cut Glassware, handsome Dinner Breakfast, and Dessert Services, best Platedware, such as a set of Dish Covers containing 4 Hotwater Curry Dishes, Cruet, Egg and Pickle Frames, Ice Pitchers, Tea Set, a set of Dessert Knives and Forks with ivory handles, best Cutlery, &c., handsomely Carved Blackwood Furniture, such as a set of Dining Tables in 4 pieces, Sideboard, Dining-room Chairs, richly Carved, Circular, Pier and Sofa Tables, Easy and Drawing-room Chairs, Conversation Sofas, Chiffoniers, Teapoys, first-class Rosewood Grand Square Piano by Schiedmayer and Soehne, four-post Bedstead, Cleopatra Couches, Dressing and Washing Tables, Toilet Glasses, Gown and Clothes Presses, Chest of Drawers, a first-rate Mahogany Slate Bagatelle Table, &c., &c.

AT 2 P.M.

A handsome English-built Park Phaeton by Kinross, with a pair of handsome fast-trotting Iron Grey Arab Horses with a set of best English Plated Mounted Carriage Harness.

1 Set English Plated Mounted Single Harness.
1 Lady's Side Saddle with furniture and bridle.

No Catalogues and the property is now on view.

FOR SALE ON COMMISSION.

Handsome Carriages of various descriptions, such as Mail Phaeton, Brougham, Buggy, &c., &c.

Bombay, 24th June 1871. BENNETT & Co.

THOMAS D. MARSHALL'S

GENTLEMEN'S FIRST-CLASS BOOTS
at Moderate Prices for Cash.

THE NEW ILLUSTRATED CATALOGUE with Particulars of Special and Convenient Arrangements for Indian Residents. Post free to India.

GENTLEMEN'S ELASTIC BOOTS, Calf for walking, or Patent Leather for Dress 21s., Hide Hunting Boots 45s., Morocco Slippers 7s. 6d. Orders should be accompanied by pattern boot or paper pattern of sole the size required, and Remittance crossed "Bank of England."

Prepaid orders, if over £5, sent CARRIAGE FREE TO BOMBAY CALCUTTA OR MADRAS.

THOMAS D. MARSHALL,
192, OXFORD STREET, LONDON, W.

J. AND E. ATKINSON.

WHOLESALE AND EXPORT PERFUMERS, AND FANCY SOAP MANUFACTURERS,
24, OLD BOND STREET, LONDON.
ESTABLISHED 1799.
Prize Medals—London, 1862; Paris, 1867.

ATKINSONS' CELEBRATED WHITE ROSE AND OTHER PERFUMES.
ATKINSONS' CELEBRATED EAU-DE-COLOGNE.
ATKINSONS' CELEBRATED BROWN WINDSOR SOAP, &c.

N.B.—All Perfumes manufactured "in Bond," and shipped duty free at great reduction.

PRICE LIST ON APPLICATION.

CAUTION.—Many spurious imitations are now sold of Messrs. J. & E. Atkinsons' Goods; orders should therefore be sent direct or through commission houses of repute. Their goods may be had of all respectable dealers throughout India and China.

CARSON'S

ORIGINAL ANTI-CORROSION PAINT,

PATRONISED BY THE QUEEN,
The British and Indian Governments.

It is extensively used for all kinds of Outdoor Work, as Iron, Wood, Stone, Brick, Compo, &c., &c., and stands A TROPICAL SUN WITHOUT BLISTERING.

Lasting twice as long as common paint. Can be easily applied by any person, requiring simply to be mixed with Raw Linseed Oil.

White, Light Stone, Bath, Cream, and Portland Stone Colours, Lead, Chocolate, Reds, Oak, Purple, Brown, and Black. Greens and Blue.

WALTER CARSON & SONS,
La Belle Sauvage Yard, Ludgate Hill, London.

CAUTION.—All Casks bear the Trade Mark.

AGENTS FOR
THE ARCHIMEDEAN LAWN MOWER.
Particulars on application.

LEA and PERRINS'

CELEBRATED
WORCESTERSHIRE SAUCE.
DECLARED BY CONNOISSEURS
TO BE
THE ONLY GOOD SAUCE.

CAUTION AGAINST FRAUD.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA AND PERRINS' SAUCE,

and to see that their names are upon the wrapper, labels, stopper, and bottle.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against Manufacturers and Vendors of such, or any other imitations by which their right may be infringed.

Ask for LEA & PERRINS' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester Crosse and Blackwell, London, &c. &c. and by Grocers, and Oilmen, universally.

NEW ADVERTISEMENTS.

NOTICE.

GREAT CLEARANCE SALE

AT

J. & W. WATSON & CO.'S,

CHURCH GATE STREET.

ALL LAST SEASON'S GOODS TO BE SOLD AT LESS THAN COST PRICE, TO MAKE ROOM FOR AN ENTIRELY NEW STOCK.

WANTED.

WANTED, BOARD and LODGING with a respectable English Family residing within a short distance from Hornby Row. Stabling required. Address C. R., "Bombay Gazette" Office.

WANTED a STEADY MAN, with a Capital of not more than 10,000 Rupees, to JOIN forthwith in a PROFITABLE BUSINESS that has been conducted in Bombay for some time.

For terms and other particulars relating to the business apply by letter to D. C., care of the "Bombay Gazette" Office.

NOTICE.—An ENGLISH GENTLEMAN of long experience in this country, and thoroughly conversant with every branch of Office Work, is DESIROUS of OBTAINING a suitable SITUATION. Speaks and corresponds fluently in German and French, and is able to converse in Hindoostanee.—Apply to "L., No. 73½," care of this Office.

BOARD and LODGING, for TWO or THREE GENTLEMEN, or FAMILIES, may be had at Byculla, in Clarendon Family Hotel. Terms moderate. For particulars apply to the Proprietor.

HOUSES, &c., TO LET.

TO LET, the HOUSE lately OCCUPIED by MR. ABRAHAM in Rampart Row, Apply to REMINGTON & Co.

TO LET, ROOMS on 1st and 2nd Flour Block No. 2, and on the 1st Floor Block No. 4, Elphinstone Circle, suitable for Offices.—Apply to REMINGTON & Co.

TO BE LET, Commodious OFFICE PREMISES in Elphinstone Circle, and GODOWNS well adapted for Shops. Goods stored on these Premises can be insured against Fire at a little more than half the usual rate. For Rent and other particulars apply to RITCHIE, STEUART, & Co.

Bombay, 16th March 1871.

NOTICES.

YARROW AND HEDLEY'S

SMALL STEAMERS AND STEAM LAUNCHES.
BUILT OF WOOD, IRON OR STEEL.

23 feet long	seats for 8 persons	complete from £145
30 feet long	seats for 14 persons	complete from £195.
37 feet long	seats for 20 persons	complete from £245.
43 feet long	seats for 30 persons	complete from £330.
50 feet long	seats for 60 persons	complete from £650.
&c.	&c.	&c.

Steamers up to 45 feet in length can be transported on a ship's deck complete, and ready for immediate use on arrival.

The above may be used for conveying passengers, carring cargo or as tugs.

The total working expenses of a steamer 43 feet long, amount to 15 shillings a day in England; the consumption of fuel being about 6 cwt., and a man and a boy the crew required.

Paddle and Screw Steamers specially designed for river navigation, having a very shallow draught of water.

MACHINERY SUPPLIED FOR BOATS BUILT ABROAD.

YARROW & HEDLEY,
Engineers and Builders, Isle of Dogs, Poplar, London.

Prospectuses may be obtained at the Office of this Journal.

PATENT WROUGHT NAILS.

J. J. CORDES & Co.,

The Patentees and Sole Manufacturers of the well-known Patent Wrought Nails, commonly known as

"EWBANK'S NAILS,"

desire to make it known that they have adopted a "Star" or "Cross" as their Trade Mark, and that all Nails now made and sent out by them, except clasp, bear this mark upon their heads, and that within every Package sent from their Works is also placed a card bearing their name and address.

Any Nails, therefore, which are not distinguished as above must not be confounded with

"EWBANK'S NAILS,"

the quality of which is so well appreciated as being far superior to that of any other make.

DOS WORKS:—NEWPORT, MONMOUTHSHIRE, ENGLAND.

BRAGG'S VEGETABLE CHARCOAL OR PURE CARBON

IS ONE OF THE MOST EFFECTUAL PRESERVERS OF HEALTH

ever offered to the public. By its action in absorbing all impure gases in the stomach and bowels, it affords speedy relief in all cases of

ACIDITY, BILE, DYSPEPSIA, INDIGESTION, IMPURE BREATH, &c.

and is invaluable in cases of, and is the best known preventative to Yellow and other Fevers. It is largely used and recommended by all the highest medical authorities in England. Sold in Bottles by

J. L. BRAGG, 2, Wigmore St., Cavendish Sq., London.

Agents for Bombay Presidency,

TREACHER & Co., LIMITED.

CROSSE AND BLACKWELL'S

CELEBRATED OILMEN'S STORES,
ALL WARRANTED OF SUPERIOR QUALITY.

Pickles, Sauces, Syrups.
Jams in tins and jars.
Orange Marmalade.
Tart Fruits, Dessert Fruits.
Pongons, Lisbon Apricots and Peaches.
Mustard, Vinegar.
Fruits in Brandy and Noyeau.
Potted Meats and Fish.
Fresh Salmon, Oysters and Herrings.
Kippered Salmon and Herrings.
Herrings à la Sardine.
Pickled Salmon.
Yarmouth Bloaters.
Blackwall Whitebait.
Fresh and Findon Haddocks.
Pure Salad Oil.
Soups in Pint and Quart Tins.
Preserved Meats in tins.
Peas, Carrots, Beans, and other Vegetables.
Preserved Hams and Cheese.
Preserved Bacon.
Oxford and Cambridge Sausages.
Bologna Sausages.
Yorkshire Game Pâtes.
Yorkshire Pork Pâtes.
Tongues, Game, Poultry.
Plum Puddings.
Lea and Perrins' Worcestershire Sauce.

FRESH SUPPLIES OF THE ABOVE AND NUMEROUS OTHER TABLE DELICACIES MAY ALWAYS BE HAD FROM TREACHER & CO., BOMBAY AND POONA, AND FROM MOST STOREKEEPERS IN INDIA.

CAUTION.

Jars and Bottles should INVARIABLY BE DESTROYED when empty, to prevent the fraud of refilling them with native productions.

Goods should always be examined upon delivery, to detect any attempt at substitution of articles of inferior brands.

EVERY CORK IS BRANDED WITH CROSSE AND BLACKWELL'S NAME.

CROSSE AND BLACKWELL,
PURVEYORS TO THE QUEEN,
SOHO SQUARE, LONDON.

At the Paris Exhibition of 1867, THREE PRIZE MEDALS were awarded to CROSSE & BLACKWELL for the marked superiority of their productions.

ON COMMISSION SALE.—HORSES and CARRIAGES.—Terms per day: Charge, Horse Rs. 1 Commission charged on Carriages 5 per cent. No rent charged for standing. Job Horses and Carriages TO LET for any period.

BIERS & Co., Girgaum.

JOB PRINTING in all its BRANCHES.—Ornamental Printing in Colours and in Gold. Bills, Broadsides, Theatrical and Musical Programmes, Cards of all descriptions; Banking and Mercantile Ledgers, Memo. Heads, &c., &c., Machine-ruling and Paging, and Bookbinding. Estimates forwarded on application to the Manager.

NOTICES.

THE FRENCH PRESS COMPANY (Limited).

CAPITAL, RUPEES 3,00,000, IN 300 PAID-UP SHARES OF RUPEES 1,000 EACH.

DIRECTORS.
FREDERICK VIX, Esq. | PURSOTUM MOWJEE, Esq.
FERDINAND SAUQUET, Esq. | DYALL RUTTONSEY, Esq.
MOORARJEE POONJA, Esq.

BANKERS.
COMPTOIR D'ESCOMPTE DE PARIS, Bombay Agency.

MANAGERS.
MESSRS. JULES SIEGFRIED and Co., Elphinstone Circle.

SOLICITORS.
MESSRS. THACKER AND CHALK.

THE object of the Company is to purchase from Messrs. JULES SIEGFRIED & Co. their PRESSING ESTABLISHMENT at KHANGAUM, in the Berars, and to carry on the business of compressing Cotton, under the special management of the said Messrs. JULES SIEGFRIED & Co., whose entire Pressing Business will be thus secured to the Company. The locality of the establishment is most favourable, it being situated between the Cotton Market and the Railway station at Khangaum, and it comprises a Press House, with Workshop and Smithshops, and two new Hodgart's Patent Presses in thorough working order, well supplied with spare machinery, tools, and plant, in addition to which there are pucka-built Bungalows for the Engineer, Clerks, and Managers, with necessary Offices and Out-houses.

These Presses have turned out, up to date, during the present cotton season, over 33,000 bales. Cotton-pressing, up-country, as may be seen by the Report of the Cotton Commissioner, has increased very considerably during the last three years, and is likely to increase in importance from year to year, inasmuch as the advantages of this particular branch of the Cotton trade are only now beginning to be appreciated by Cotton exporters; and there can be no doubt that full presses up-country, situated in so important a centre as Khangaum, are (under skilful management) certain to yield the most favourable returns.

By arrangement made with Messrs. JULES SIEGFRIED & Co., the profits of the said Press Establishment for the present season, 1870-1871, ending August, will be divided amongst the Shareholders of the FRENCH PRESS COMPANY, LIMITED. THUS AN IMMEDIATE DIVIDEND OF AT LEAST 15 PER CENT. WILL BE DISTRIBUTED IN ABOUT TWO MONTHS.

One hundred and sixty Shares only remain to be given to the public, the others having been previously disposed of.

Applications for Shares to be addressed to the Directors, at the Office of Messrs. JULES SIEGFRIED & Co., Elphinstone Circle, Bombay, until Saturday, 27th instant, at 11 a.m., when the list will be closed.

A deposit of Rs. 100 per Share to be made at the time of application.

By order of the Directors,
JULES SIEGFRIED & Co., Managers.

BOMBAY SHIPPING COMPANY (Limited)—NOTICE.—In accordance with a Resolution passed at the ANNUAL GENERAL MEETING of SHAREHOLDERS HELD THIS DAY, a DIVIDEND of Rs. 50 per SHARE will be PAID to the REGISTERED SHAREHOLDERS, on the production of Share Certificates, on and after WEDNESDAY, the 10th instant.

By order,
RITCHIE, STEUART, & Co.,
Secretaries and Treasurers.

Bombay, 8th May 1871.

TO THE JUSTICES OF THE PEACE FOR THE CITY OF BOMBAY.—I hereby give NOTICE, that a SPECIAL GENERAL MEETING of the JUSTICES of the PEACE for the City of Bombay will be HELD in the TOWN HALL on FRIDAY, the 30th June, 1871, at 3 o'clock in the afternoon, precisely, when J. A. FORBES, Esq., will propose the following Resolutions :—

RESOLUTION No. I.

As Act No. II. of 1865 is found inexpedient and insufficient for the full and proper management of the city of Bombay and for the perfect conservancy and improvement thereof, it is proposed that the following alterations in the said Act be made :—

That in lieu and in substitution of clause 11 of said Act, whereby the entire executive power and responsibility is vested in one Commissioner appointed by the Governor in Council in terms of said clause 11, the following be enacted:

That the said entire executive power and responsibility for the purposes of the new proposed Act be vested in a "Town Council" of sixteen members, six to be nominated and appointed by Government, six by majority of the votes of the Bench of Justices, and four to be especially elected by householders (or occupiers to the amount of Rs. 25 per month rent), it not being necessary for the last-mentioned class of members to be Justices of the Peace. The Council to be designated "The Town Council of Bombay," to be presided over by the Chairman of the Bench of Justices. The said Town Council shall be provided with a Secretary who shall receive such allowances out of the municipal funds to be raised under this proposed Act, as shall from time to time be fixed by the Town Council of Bombay, provided that the said salary shall not exceed Rs. 1,500 per month.

RESOLUTION No. II.

That all the powers which by Act II. of 1865 are vested in the Municipal Commissioner for the time being be vested in the said "Town Council of Bombay," subject, as in such cases provided by the said last-mentioned Act, to the sanction of the Bench of Justices.

RESOLUTION No. III.

And whereas by the present Bombay Municipal Act No. II. of 1865, the power of nominating all subordinate officers and servants for the purposes of the said Act is vested in the said Commissioner, with the exception of the Controller of Municipal Accounts, the Executive Engineer, and the Health Officer, be it now enacted—

That such power be vested in the "Town Council of Bombay" to the extent of Rs. 500 per month, and when the salary of any assistant or subordinate officer shall exceed the sum of Rs. 500 per month, in such case the assent of the Bench of Justices shall be obtained.

That as regards the said Controller of Municipal Accounts, Executive Engineer, and Health Officer, whose appointments hitherto have been subject to the selection of the Governor in Council—

That the said officers if found necessary under this revised Act shall henceforth be selected, nominated, and appointed by the said "Town Council of Bombay," subject to the Bench of Justices.

That as regards their pay and allowances under the new administration of municipal affairs it may become necessary to revise their salaries, it is hereby enacted that their remuneration be fixed by the said Town Council of Bombay, subject to the sanction of H. M.'s Bench of Justices of Bombay.

RESOLUTION No. IV.

That Government be most respectfully requested to defer the re-appointment of all officers to the Municipality in July next, 1871, until Government have made a full investigation into the administration of the Municipality since Act II. of 1865 came in force.

The following Resolution will be proposed by Captain Hancock, and seconded by Hamilton Maxwell, Esq., as an amendment of the above :—

RESOLUTION.—That the proposal to vest the executive power and responsibility now vested in the Municipal Commissioner in a Town Council, assisted by a paid Secretary, is a resuscitation of the plan on which the late Board of Conservancy was constituted, is wrong in principle, and will, as experience has shown, fail in practice.

That the Bench of Justices should be maintained as heretofore, but that in order to facilitate business the supervision and control of municipal affairs should hereafter be entrusted to a Town Council, selected from the Bench of Justices, and composed of not more than 40 members, one-half the number to be Europeans and half Natives, the Chairman of the Justices to be ex-officio President of the Town Council. The members to be nominated annually, one-half by Government and one-half by the Bench of Justices, vacancies being filled up as they occur by the authority by whom the original nomination was made.

That the executive duties of the Municipality should be conducted as at present by a Municipal Commissioner to be nominated by Government.

That the Town Council should have absolute control of the finances, including the sanction of the expenditure and the approval of contracts, and that no work or proceeding involving expenditure shall be commenced or undertaken without the knowledge and consent of the Council to be given in writing.

That the Council shall have power to resolve itself into Committees to undertake special branches of administration, the Municipal Commissioner to be ex-officio Member of all such Committees.

LESLIE CRAWFORD,
Acting Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 21st June 1871.

SEALED TENDERS (marked "TENDERS for WHEELS") will be received by the Acting Agent, G. I. P. Railway, Elphinstone Circle, up to noon of the 24th instant, for the PURCHASE of about 300 WAGGON WHEELS, 3 feet 1 inch diameter, which may be viewed at the Locomotive Workshops, Byculla.

The parties tendering must specify the price per ton, and the Wheels to be removed at the expense of the Purchaser within a month after the purchase has been completed.

The Acting Agent does not bind himself to accept the highest or any Tender.

C. W. HAWKINS,
Locomotive and Carriage Superintendent.

Byculla, 7th June 1871.

COKE AND COAL ASHES.—SEALED TENDERS (marked TENDERS for ASHES) will be received by the undersigned up to 24th instant, for the PURCHASE of the REFUSE ASHES now lying at Byculla.

The parties tendering must specify the price per cubic yard. The Ashes to be removed at the expense of the purchaser within 28 days after the purchase has been completed, and the party to whom the Contract is given will have to give security to the amount of Rs. 250.

The Locomotive Superintendent does not bind himself to accept the highest or any Tender.

C. W. HAWKINS,
Locomotive and Carriage Superintendent G. I. P. R. Company.

Bombay, 9th June 1871.

ROWLAND AND Co.,

SADDLERY AND HARNESS ESTABLISHMENT,
19, MEDOW STREET AND RAMPART ROW,
FORT, BOMBAY.
(Next Door to Jaffer Sulliman's Bazaar).

Every description of SADDLES, BRIDLES, HARNESS and WHIPS always on hand.

OUTSTATION ORDERS should be accompanied by a REMITTANCE or Reference for Payment in Bombay.

RUSSELL AND CO.,

BOOT AND SHOE MAKERS, 24, MEDOW STREET.
(OPPOSITE TO THE ORIENTAL BANK CORPORATION.)

BEG to inform the Public that they have just imported a large assortment of LADIES', GENTLEMEN'S, and CHILDREN'S BOOTS, SHOES, FANCY SLIPPERS, &c., &c., of the latest fashion and of superior quality, being made expressly to order, at moderate Prices.

Also Regulation and Hunting Spurs, Hunting and Riding Whips, Racket and Cricket Kits, &c., &c.

The Manufacturing Department is superintended by a competent European Foreman, where all orders will be promptly executed with first-class material and workmanship.

All Orders from Up-country must be accompanied with a remittance or reference for payment in Bombay.

Directions for self-measurement and Price List forwarded free on application.

A NEW HAT FOR CIVILIANS

Has been introduced by

J. ELLWOOD AND SONS,

Sole Inventors, Patentees, and Manufacturers of the

AIR-CHAMBER HELMETS,

Which are universally acknowledged as so great a boon by all residents in hot climates.

The NEW HAT has the advantage of the AIR-CHAMBER PRINCIPLE,

combined with greater capabilities of adapting itself to the form of the head than any Hat hitherto in use, being at the same time neat in appearance and very light in weight.

J. ELLWOOD AND SONS

Are also Sole Manufacturers of the

INDIAN REGULATION CORK HELMETS WITHOUT INDIA-RUBBER.

Manufactory—24, GT. CHARLOTTE ST., BLACKFRIARS, S.E., Sample Rooms—98, GRACECHURCH STREET, E.C., LONDON.

NOTICES.

MESSRS. BADHAM & COMPANY,

APOLLO HOUSE,
BOMBAY.

			Rs. a.
BADHAM'S Celebrated	Wove Flannel Shirts		9 0
BADHAM'S	„	Silk and Wool	9 0
BADHAM'S	„	Indian Shirt	7 0
BADHAM'S	„	French Colored Shirts	60 0 per doz.
BADHAM'S	„	White Shirts	60 0 „
BADHAM'S	„	Overland Suits	20 0
BADHAM'S	„	Travelling Suits	20 0
BADHAM'S	„	Silk & Wool Sleeping Suits	20 0
BADHAM'S	„	All Wool Sleeping Suits	18 0
BADHAM'S	„	Indian Suits for Sleeping	16 0
BADHAM'S	„	Serge Suits	25 0

HOSIERS, GLOVERS AND GENERAL WAREHOUSEMEN,
By appointment
To HIS EXCELLENCY THE GOVERNOR GENERAL OF INDIA.

Less Discount 10 per cent. for Cash.

MILLINERY AND OUTFITTING ESTABLISHMENT.

UXBRIDGE HOUSE.

MRS. LAKE has just received "Overland," per P. & O. Co.'s steamer "Columbian," a FRESH SUPPLY of FASHIONABLE MILLINERY, as follows :—

PRINCESS LOUISE RIDING HATS, RICHLY TRIMMED, Rs 29 to Rs 30 each.
PRINCESS LOUISE Chinelle and Corded HAIR NETS, Rs. 1, 1¼, and 1½ each.
PRINCESS LOUISE Straw BONNETS and HATS, RICHLY TRIMMED, in the new Colours, Rs 16, 18, 20 to Rs 28 each.
PRINCESS LOUISE LACE FALLS, or VEILS, NEW SHAPE, Rs. 1½ each.
PRINCESS LOUISE HAIR ROLLS, Rs 2½ per pair.
Ladies' DRESS BONNETS, trimmed, Rs 15, 18, 20, to Rs 25 each
MUSLIN and LACE, SETS, Collar and Sleeves, Rs 3½, 4, 5, to Rs 7 per Set.
Coloured and White FLOUNCED SKIRTS (suitable for the Hills) Rs 4, 5, 7, to Rs 9 each.
Ladies' FRENCH CORSETS, IN ALL SIZES, Rs 10 each.
Human HAIR PLAITS, in all Shades, Rs 15, 18, to Rs 20 each.
Muslin, Merino, and Print GARIBALDIS, Rs 3, 5, 7, 10, and Rs 12 each.
RICH SILKS, IN ALL THE NEW SHADES, at Rs 3, 4, 5, 6, to Rs 9½ per yard.
Black, White, and Coloured SILK and SATINS, at Rs 3, 4, 5 to Rs 10 per yard.
New Duchess LACES and TRIMMING.

FOR CHILDREN.

Infant's CLOAKS, RICHLY EMBROIDERED, Rs 18, 20, 22 to Rs 28 each.
Infant's HATS and HOODS, Rs 4, 6, 8, 10 to Rs 12 each.
Straw HATS for Children, trimmed, at Rs 9, 10, 12, and Rs 15 each
Girl's and Boy's MERINO DRESSES, TRIMMED RICHLY, at Rs 10, 12, 15 to Rs 18 each.
Infant's BIBS and WOOLLEN SOCKS.
Boy's Crimped and Plain COLLARS, Annas 8 and 12 each.

FOR TRAVELLERS.

Serge, Linsey, and WINSEY DRESSES.
Print Dresses, READY MADE, Rs 12 to 13 each.
Print and Fancy Skirts and Petticoats, Rs 5, 6, 7, 8 and 9 each.
Warm Black Cloth Jacquettes, Rs 10 and 12 each.
Ladies' Grey, White and Colored Jacquettes, Rs 10, 12 and 13.

LADIES' UNDER-LINEN AND HOSIERY.

Ladies' Chimesses, Night Dresses, Drawers, Petticoats, Camisoles and Petticoat Bodices, plain and trimmed.

FOR GENTLEMEN.

Black, White and Colored Kid Gloves, Rs. 3 per pair for Cash only.
White Dress Neck Ties, The Eglinton Tie, Oxford and Cambridge Ties, The Pall Mall Tie.
Scents and Cosmetiques, &c.

Every description of Wedding and Mourning Goods always in Stock.

ORDERS CAREFULLY AND PROMPTLY ATTENDED TO.

LADIES' OWN MATERIAL MADE UP.

ORDERS FROM OUTSTATION MUST BE ACCOMPANIED BY A REMITTANCE, OR REFERENCE FOR PAYMENT IN BOMBAY.

TERMS CASH.

UXBRIDGE HOUSE,
7, CLARE ROAD, BYCULLA.

26th April 1871.

N. V. CURRANEE & Co.,

UNDERTAKE to LAND, SHIP, CLEAR and FORWARD GOODS, PARCELS, and PACKAGES to EUROPE and INDIA with QUICK DESPATCH and at LOW CHARGES.

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

GOLD KEYLESS HUNTERS and SEMI-HUNTERS, Plain or Engine-turned Cases. Rs. 225.
FAVRE, LEUBA, & Co.

LADY'S small GOLD HUNTERS, Enamelled and Jewelled Cases. Rs. 150.
FAVRE, LEUBA, & Co.

SILVER KEYLESS HUNTERS, 1st quality. Patent Lever, extra finished. Rs. 100.
FAVRE, LEUBA, & Co.

SILVER HUNTERS, Patent Lever, 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50.
The same Watch, Keyless. Rs. 70.
FAVRE, LEUBA, & Co.

OFFICE CLOCKS, Patent Lever, Octagon or Round, imitation Walnut, 8-days, with Bell. Rs. 25.
FAVRE, LEUBA & Co.

T. CHATELAIN-MONTANDON,

WATCHMAKER & JEWELLER,

HAS received the following for Sale :—GOLD WATCHES for Ladies and Gentlemen, manufactured expressly for hot climates, and guaranteed to purchasers for the term of one to three years.

SILVER WATCHES of great variety, from Rs. 20 to 100, with same guarantee.

JEWELLERY—A very large selection, including Half sets, Bracelets, Brooches, Necklaces, Earrings, Lockets, Charms, Finger-Rings, Scarf-Rings, Studs, Watch-Chains, &c., all guaranteed to be of 14, 15, and 18 Carat Gold.

CLOCKS for Schools, Offices, &c.

MUSICAL BOXES, from Rs. 5 to 200.

REPAIRS in Watches, Clocks, Jewellery, Musical Boxes, &c., undertaken and carefully made.

T. CHATELAIN-MONTANDON,
HUMMUM STREET, BOMBAY.

THE BYCULLA ICE HOUSE.

MESSRS. TUDOR and Co. beg to intimate to the Residents of Byculla, Malabar Hill, Breach Candy, and Parell, that they have MADE OVER the ICE HOUSE at BYCULLA, nearly opposite the Byculla Hotel, to JEEVANJEE AND Co.

JEEVANJEE AND Co. beg to intimate, with respect to the above, that the Ice vaults will be open from 6-30 A.M. to 6 P.M., and that Ice will be sold at the rate of 1½ ANNA for ONE POUND, or 1¼ ANNA per POUND for TWO POUNDS AND UPWARDS. The book system will be continued. Should any Ice remain in the vaults after 6 P.M., it will be available at any hour in cases of sickness.

JEEVANJEE & Co., Byculla.

ENGLISH HOTEL,

BRITISH HOTEL LANE,
APOLLO STREET.

THIS Hotel is fitted up and furnished in the most complete manner; no expense has been spared to render it the most commodious and comfortable Establishment both for Gentlemen and Families to be found in Bombay.

The Sleeping Apartments and Sitting Rooms are replete with every convenience, and the strictest regard is paid to cleanliness throughout the premises. The Table will be found to be abundantly supplied with viands of unrivalled excellence, and the Culinary Department is under the immediate supervision of the Proprietor.

The Wines, Liquors, and Beer are of the very best description, supplied from the most celebrated houses in the London and Continental Markets. The Proprietor confidently recommends this Establishment to the patronage of Travellers and Residents, all of whom may be accommodated with the comforts of a home at moderate charges.

The Hotel is pleasantly situated, and within five minutes of the Railway Station and the Apollo Bunder.

PESTONJEE BAPOOJEE, Proprietor.

GREAT EASTERN HOTEL.

WINE & GENERAL PURVEYING COMPANY (Ld).
ALLAHABAD BRANCH.

HOTEL DEPARTMENT ONLY.

ALLAHABAD having now become an important city, to meet its growing requirements, the Company has, at considerable expense, enlarged and improved their Hotel by the addition of an upper storey. From its central position, and close proximity to the Railway Station, the Hotel offers to Travellers, wishing to break their journey, a comfortable, and quiet resting-place, with Refreshments of the very best.

The Hotel is on the Queen's Road, Allahabad, and within an easy walk of five minutes from the Terminus. It is fitted up and furnished in the most complete manner, and suited both for Families and Single Gentlemen; but the upper rooms are more especially adapted for Families, as they can be occupied one, two, or three, en suite, with capital Bath Rooms attached. These Rooms are also, without exception, the coolest and most comfortable in the station.

The Wines, Spirits, and Beer are selected from the Company's stock in Calcutta, and fresh supplies are sent monthly, thus ensuring to visitors the best and most unexceptionable articles of the kind to be procured in the North-Western Provinces.

A first-class slate Billiard Table is provided for the use of the Residents, and for the amusement during the short interval of Gentlemen passing through. The room is detached, and at some distance from the main building.

TERMS—STRICTLY CASH.

NOTICES.

MONSOON SEASON.

ASQUITH AND COMPANY,
SHIRTMAKERS, HOSIERS, AND OUTFITTERS,
UNDER THE PERSONAL MANAGEMENT OF
F. ASQUITH,
(Five years with Badham & Co.),

INVITE attention to their extensive arrangements for the above Season. The Goods have been specially manufactured, and, from their choice character, are rarely obtained in this country.

MOFUSSIL RESIDENTS

Remitting amount with Order ensure immediate attention and dispatch.

CATALOGUES ON APPLICATION.

WATERPROOF CLOTHING.

THE BEST QUALITY DRAB VULCANISED NAINSOOK.

	Cash.	Credit.
COATS.	Rs. 15 0	Rs. 17 0
CAPS.	Rs. 3 12	Rs. 4 4
LEGGINGS.	Rs. 4 8	Rs. 5 4
ENTIRE SUIT.	Rs. 22 0	Rs. 25 0

ASQUITH AND COMPANY.

SHIRTS FOR THE RAINS.

FITTING WITH PRECISION AND EASE.

		Cash. Rs. as.	Credit. Rs. as.
OXFORD CLOTH.—A Fresh Supply of this comfortable and absorbing material in all shades of color, cool and shrinkless, well adapted for Sportsmen and those actively engaged, and for general wear at this Season	each	6 8	7 8
	six for	37 0	42 0
Silk and Wool. The best and thinnest made, well shrunk, neat, plain and Fancy colors	each	9 0	10 0
	six	52 0	58 0
Flannel. Pure Saxony, Plain and Fancy Wove colors. The best quality.	each	8 8	9 8
	six	49 0	56 0
Spun Silk. Wove colors, perfectly fast	each	11 8	13 0
	six	67 0	75 0
French printed Cambrics, fast colors, with Collars attached	six for	28 0	31 8
Long Cloth, Fine Linen Fronts, &c.	six for	28 0	31 8
Long Cloth, Cambric Fronts and Cuffs	six for	22 8	25 0
Printed Cambric, a good useful Shirt, with Collars attached, neat striped Patterns	six for	22 8	25 0
Dress, French Embroidered Fronts		7 0	8 0

ASQUITH AND COMPANY,
SHIRT MAKERS.

SLEEPING KIT
FOR THE RAINS.

	Cash. Rs. as.	Credit. Rs. as.
Oxford Cloth, suits	10 0	12 8
Best Wove Flannel, suits	17 0	19 8
Best Silk and Wool, suits	17 8	20 0
Best Spun Silk, suits	23 0	26 0
French printed Cambric, suits	7 8	8 8
Striped Cambric, suits	6 8	7 8

PYJAMAS.

Striped Cambric	each	3 0	3 8
	six	16 8	19 0
Best French Cambric	each	3 8	4 0
	six	18 8	22 0
Oxford Cloth	each	4 12	5 12
Wove Flannel	each	8 0	9 0
Silk and Wool	each	8 8	9 8
Spun Silk	each	11 0	12 0

The above superior materials are rarely obtained in this country.

ASQUITH AND COMPANY,
OUTFITTERS.

SUPERIOR HOSIERY.

GENT'S UNDER-VESTS OR BANIANS.

		Cash. Rs. as.	Credit. Rs. as.
Real Gauze Merino	six	19 0	21 0
Fine Gauze Merino	six	24 0	27 0
Real India Gauze, warranted Silk and Merino	six	30 0	35 0

Small addition in price for Extra Large Sizes.

GENT'S MERINO SOCKS.
SHRINKLESS, PURE AND SOFT.

Plain Merino	per doz.	15 8	17 8
Fancy Stripes	per doz.	15 8	16 0
Ribbed, plain color	per doz.	16 0	18 0
Superfine Fancy Stripes	per doz.	18 0	20 0

GENT'S COTTON SOCKS.
DOUBLE FEET AND HEELS.

Plain Brown Cotton	11 0	12 8
Plain Colors	12 8	14 0
Fancy Stripes	12 8	14 0
Fine Fancy Stripes	16 0	18 0
Superfine do.	18 0	20 0

GENT'S BATHING DRAWERS.
USEFUL FOR TRAVELLERS.

Plain Brown Cotton, per pair	2 0	2 4
Fancy Stripes, per pair	2 0	2 4

MERINO KNICKERBOCKERS.

Plain Colors, per pair	4 8	5 8

ASQUITH AND COMPANY,
HOSIERS.

SCARVES AND TIES.

		Cash. Rs. as.	Credit. Rs. as.
Jules Favre.	Small Sailor's Knot	1 12	2 0
Ollivier.	Plain and Fancy Stripes and Spots, all Colours	2 4	2 10
Promenade.	New Self-Fastener	2 10	3 0
Duke.	Large Sailor's Knot	2 0	2 4
Argyle.	Plain and Fancy Colours	2 6	2 10
Conqueror.	Stripes, Spots, &c.	2 12	3 4
Stroller.	New Self-Fastener	2 12	3 4
Park.	New-made Bow, Patent Fastening, Black and Colours	2 0	2 4
Dress Ties, made Bow		0 12	0 14
Black and Coloured Tom Thumb		0 14	1 0

COLLARS.
BEST THREE-FOLD LINEN.

Haymarket		6 0	7 0
Dux		6 0	7 0
Shakspere		6 0	7 0
West End		6 0	7 0
Pall Mall		6 0	7 0
Dux West End	With Cambric Tie attached for wear with Flannel Shirts	6 8	7 0

BRACES.

Scarlet Berlin White Do.	with Doe Ends	2 0	2 4
India Rubber		2 0	2 4
Best Do.	Leather Ends	2 8	3 0
French (Guyots)		2 0	2 4

WHITE KID GLOVES.
A Fresh Supply.

Ladies' and Gentlemen's—a good Glove	2	2 4

JEWELLERY.

Front Studs	Gold on Ivory	3 12	4 4
Collar.	14 Carat) Lund's Patent	1 8	1 12
Solitaires.	Will last for Years	4 8	5 0

ASQUITH AND COMPANY,
OUTFITTERS,
22, APOLLO STREET, OPPOSITE THE SECRETARIAT, BOMBAY.

LANCASTER'S PATENT WROUGHT IRON TRUSS for Flat Roofs and Small Bridges to carry 6 tons distributed. These Trusses can be placed 5 feet apart to carry an ordinary Roof of 120 lbs. to the square foot. For plans and particulars apply to

M. B. COHEN & Co.,
Sole Agents for L.P.W.I.T.

DINNEFORD'S FLUID MAGNESIA.

The best remedy for

Acidity of the STOMACH, HEARTBURN, HEADACHE, GOUT, and INDIGESTION; and the best mild aperient for delicate constitutions, especially adapted for Ladies, Children, and Infants, and for regular use in Warm Climates.

DINNEFORD & Co., Chemists, London, and of Druggists and Storekeepers throughout the world.

N.B.—Ask for DINNEFORD'S MAGNESIA, and use DINNEFORD'S Friction Gloves and Belts.

Agents—TREACHER & Co., Bombay, Poona, and Byculla.

BREAKFAST.

EPPS'S COCOA.

GRATEFUL AND COMFORTING.

The "Civil Service Gazette" remarks :—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. EPPS has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills."

Made simply with boiling water or milk. Sold only in tin-lined packets, or in tins, labelled—

JAMES EPPS & Co.,
HOMŒOPATHIC CHEMISTS, LONDON.

*** J. E. & Co. also prepare the above with condensed milk, in soldered tins for export, labelled "Epps's Milky Cocoa."

WINES, SPIRITS, BEER, &c.

FOR SALE,

BASS'S BEER, bottled by DAUNES	Rs. 6	per doz.	Quarts.
Do. do. do.	4	„	Pints.
SHERRY, Boord and Son's, a good Dinner Wine	24	„	Quarts.
SCOTCH WHISKEY, fine old	18	„	do.
BRANDY, old pale	24	„	do.

TRICHINOPOLY CHEROOTS, of different musters, Rs. 17 per 1,000.

*** Up-country Orders receive particular attention.

WM. WATSON & Co., General Agents.

23, Apollo Street, Bombay.

WINES, SPIRITS, BEER, &c.

GILL AND COMPANY,

WINE MERCHANTS.

ESTABLISHED IN LONDON IN 1795.

LONDON ......37, CRUTCHED FRIARS, MARK LANE,
BOMBAY ......RAMPART ROW.
CALCUTTA ...GOVERNMENT PLACE.

GILL & Co. beg to request the attention of the Public to the undermentioned LIST of their WINES and SPIRITS, which, for quality, cannot be surpassed, and on trial will be found to merit the high opinion formed of them in the Bengal Presidency.

Traders will be dealt with on their usual wholesale terms. Quotations in Rupees per dozen, good delivery (being London prices with charges added).

CHAMPAGNES—Rs. 39, 43, 49. Half pints 13.
SPARKLING MOSELLE and HOCK—Rs. 35.
SHERRIES—Rs. 19, 24, 29, 31, 32.
PORTS—Rs. 23, 31.
STILL MOSELLES—Rs. 20, 27.
STEIN WEIN—Rs. 23.
STILL HOCKS—Rs. 16, 21, 22, 31, 33, 37.
CLARETS—Rs. 9, 11, 13, 16, 19, 22, 25, 44.
RED BURGUNDY—Rs. 16, 19.
CHABLIS—Rs. 19. SAUTERNES—Rs. 17, 25.
BRANDIES—Rs. 24, 32.
OLD TOM GIN, Rs. 15. HOLLANDS, Rs. 18. Superior OLD JAMAICA RUM, Rs. 20. SCOTCH WHISKEY, Rs. 17. DUTCH LIQUEURS.

The above are Cash quotations.

The Wines are packed in cases of 1 dozen quarts and 2 dozen pints; sample bottles may, however, be had.

We regret we have been obliged, by the effects of the late Continental War, to advance the price of our Champagnes. The quotations will be as above from this date.

FOR SALE, by the undersigned RUINART PERE ET FILS' CHAMPAGNE, Green Seal—

Magnums in 1 dozen cases	Rs. 82	per dozen.
Quarts in 1 „	„	„ 42	„
Pints in 2 „	„	„ 21	„

EWART, LATHAM, & Co.

FOR SALE, at the Godowns of the undersigned—

ALLSOPP'S INDIA PALE ALE, bottled by F. FRIEND, in cases of—

4 doz. Quarts	per doz. Rs.	5 0
5 „ Imperial Pints	„	4 8
8 „ Pints	„	3 4

BASS'S INDIA PALE ALE—

4 doz. Quarts	„	5 0
5 „ Imperial Pints	„	4 8
8 „ Pints	„	3 4

BARCLAY'S PORTER—

4 doz. Quarts	„	5 8
5 „ Imperial Pints	„	4 12
8 „ Pints	„	3 8

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FOR SALE, a full-sized BILLIARD TABLE, by Messrs. Thurston and Co., with Cues, Balls, Marking Boards, and Lamps, complete. For particulars of Price, &c., and to see the Table, apply to MR. J. NEUBERG, Medow Street.

FOR SALE, TOBACCO of best quality; best refined KEROSINE OIL; "VICTORIA" and "WASHINGTON" STREET LAMPS, in extensive use in Bombay, throughout the Presidency, and in the Native States. Also, ASH OARS, 9 to 12 feet; PLATFORM SCALES; PRESERVED LOBSTERS, OYSTERS, PEACHES, TOMATOES, CONDENSED MILK, &c., &c.

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FOR SALE, one portable STEAM ENGINE, 12-Horse Power, with two Cylinders, 8½ inch diameter, and enlarged Fire-box, complete, by Messrs. Ruston, Proctor and Co.

One do do 10-Horse power, &c.
One improved SAW BENCH for 36 inch Saw, complete.
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The Scots Worthies By John Howie	[illegible]
National Nursery Rhymes, set to Music and Illustrated	[illegible]
Occasional Papers. By author of "Harvest of a quiet Eye"	[illegible]
An Epic of Women. By A O'Shaughnessy	[illegible]
Syed Ahmed Khan's Essays on the Life of Mohammed Vol I	[illegible]

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COMMERCIAL INTELLIGENCE.

SHARE MARKET.

FRIDAY AFTERNOON.

SOME inquiry for Colabas and other Land shares. Spinning shares closed firm.

CALCUTTA.—19TH JUNE, 1871.

THE following transactions were reported:—

In Government Securities—

4 per cents. at Rs 98-14, or 1-2 discount, and pieces of Rs. 10,000 and under, at Rs. 99 or 1 discount.

3 Years' Debentures, or 4½ per cents. of 1871, heavy amounts at Rs. 104-4.

n shares—

National Bank shares at Rs. 99.

—*Englishman.*

MILITARY.

DEPARTURE.—JUNE 23.

Hunter, Staff Assistant Surgeon, Bombay Medical Staff, on sick leave, to Poona.

BOMBAY ARMY ORDERS.

BY HIS EXCELLENCY THE COMMANDER-IN-CHIEF.
Adjutant General's Office, Head Quarters,
Poona, 21st June, 1871.

Para 283 page 84. War Office explanatory directions, dated 1st July 1848.

The attention of Officers Commanding British Regiments and Brigades and Batteries of the Royal Artillery serving in the Bombay Presidency is invited to para 24 of the Royal Warrant and Regulations under the Regimental Debt Act 1863; and they are reminded that when an officer or soldier dies, leaving a will, if the balance due to the deceased be paid under such will by the committee of officers who make up his accounts, or by the paymaster, then a complete and authenticated copy of the will is to be transmitted with the casualty return and accounts to the Secretary of State for War, but if the balance aforesaid is to be paid under the directions of the Secretary of State for War, then the original will is to be so transmitted, and a copy to be kept with the regiment.

Official Notification has been received of Lieutenant Montgomery, 2nd Foot, having on his recent promotion been posted to the 1st Battalion of his regiment.

Ensign Ferguson, Staff Officer Poorundhur, performed the duties of Commandant, in addition to his own, from 10th April to 29th May 1871, during the absence of Major Priestley, on medical certificate.

The undermentioned officers have leave of absence:—

Royal Artillery—Lieutenant F. N. Innes (E Battery 9th Brigade) from 10th May 1871 to 9th November 1871, to England, on medical certificate.

105th Foot—Ensign W. Wray, to Mount Aboo, from 10th June to 10th July 1871, on medical certificate.

2nd Regiment Light Cavalry—Colonel F. M. MacGregor, Commandant, from 20th June to 20th September 1871, in extension to remain at Aboo on medical certificate.

MADRAS GOVERNMENT ORDERS.

(*Fort St. George Gazette*, June 20.)

Mr. T. E. Marshall, 1st Assistant Master Attendant, Madras, leave for one year, on medical certificate.

Mr. H. Wigram, Acting Registrar of the High Court, Appellate side, special leave for four months, from or after the 22nd instant.

The Reverend A. C. Ball, M.A., Chaplain of St Andrews Church, Madras, privilege leave for two months, from the 2nd July.

Lieutenant-Colonel J. G. Palmer, of the Staff Corps, Executive-Engineer of the second grade, preparatory leave for one month.

Mr. O. A. Hayne, Assistant Engineer of the first grade, twenty months leave, on medical certificate.

Mr. Charles Gilbert Master to act as Collector and Magistrate and Agent to the Governor of Fort Saint George in Ganjam, during the employment of Mr. Carmichael on other duty, or until further orders.

Mr. William Henry Bartlett to act as 1st Assistant Master Attendant, Madras, during the absence of Mr. T. E. Marshall on leave, or until further orders.

Mr. Henry Burton, to act as 2nd Assistant Master Attendant during the employment of Mr. Bartlett on other duty, or until further orders.

Mr. Charles Heathcote Rowland to act as 3rd Assistant Master Attendant during the employment of Mr. Burton on other duty, or until further orders.

MILITARY DEPARTMENT.

The undermentioned officer is permitted to proceed to Europe:—

Major S. W. Lennox, Cadre 23rd Regiment Light Infantry, on furlough, medical certificate for two years, under the regulations of 1868, and to embark from Madras.

The following promotions are made by Brevet, subject to Her Majesty's approval:—

Lieutenants Charles Robert Bradstreet and Robert Emilius Cox.—To be Captains from 11th June 1871.

Lieutenants Reginald Temple Chapman and William Charles Ellis.—To be Captains from 16th June 1871.

MADRAS STAFF CORPS.—The following promotions are made, subject to Her Majesty's approval:—

To be Major from the date specified against his name, having completed 20 years service.

Captain Evelyn Medows Norie, from the 16th June 1871.

To be Lieutenant-Colonels from the dates specified against their names, having completed 26 years' service.

Majors Alexander Jenkins, Charles Elliot, C.B., and George Nassau Johnstone, from the 14th June 1871.

Major Edward Nugent Norton, from the 16th June 1871.

The undermentioned officers are permitted to proceed to Europe:—

Colonel E. A. H. Webb, Staff Corps, on furlough.

Colonel C. E. M. Walker, of the Staff Corps, Commandant 30th Regiment Native Infantry, on furlough, medical certificate, for two years.

Major F. G. Hankin, of the Staff Corps, Acting Examiner Railway Accounts, on furlough for two years.

Surgeon J. Murray, M.D., Superintendent Lunatic Asylum, Madras, on furlough, medical certificate, for one year.

Madras Staff Corps—Lieutenant Vincent Lewis Matthias, of Her Majesty's 108th Foot, 2nd Wing Subaltern 27th Regiment Native Infantry, is admitted to the Staff Corps from the 2nd June 1870, subject to Her Majesty's approval.

NORTH-WESTERN PROVINCES ORDERS.

(*Government Gazette, N. W. Provinces*, June 21.)

Mr. Joseph Vaughan, Settlement Deputy Collector of Azimgurh, three months' privilege leave, with effect from 1st June 1871.

Mr. George Wagentreiber, Government Reporter on the Vernacular Press of Upper India, one month's leave on medical certificate, in extension of that previously granted.

Captain Charles James Garstin, officiating Senior Assistant Commissioner, Gurhwal, twenty days' privilege leave, with effect from the 1st June 1871.

With reference to Notification No. 43A., dated 5th January 1871, it is hereby notified that Mr. Richard Alfred Lloyd, B.A., Inspector, 2nd Circle, Department Public Instruction, has been granted an extension of leave for six months, on medical certificate, by Her Majesty's Secretary of State for India.

Mr. Jacob George Bachman, to be an Honorary Magistrate, under Act XV. of 1843, and to be invested with the powers of a Magistrate, as described in section 22 of Act XXV. of 1861, to be exercised within the limits of the Municipality of Ghazeepore.

In virtue of the authority vested in the Lieutenant-Governor, by section 3 of Act II. of 1869, Mr. Robert Smeaton, Assistant Magistrate of Bustee, to be a Justice of the Peace in the territories of the North-Western Provinces.

Honorary Assistant Surgeon James Sheets, Civil Surgeon of Futtehpore, to be Superintendent of the Jail at Futtehpore, under section 7 of the Prison Act (XXVI. of 1870), and to be invested with all the powers of such officers under the Act.

Mr. Edward Foster to officiate as District Superintendent of Police, Mynpoory, during the absence on leave of Mr. D'Arcy McArthy, or until further orders.

Assistant Surgeon Ambrose Hamilton Kelly, attached to the Depot of Her Majesty's Bengal Sappers and Miners, at Roorkee, to the charge of the Civil Medical duties of that Station, during the absence of Surgeon Alfred Eteson, or until further orders.

Mr. Richard Quin, officiating Extra Assistant Commissioner, Kumaon, to hold charge of the current duties of the office of Senior Assistant Commissioner of Gurhwal, during the absence on leave of Captain Garstin, or until further orders.

Mr. Hallet George Batten, officiating Extra Assistant Commissioner of Kumaon, is confirmed in that appointment, is with effect from the date of the transfer of Pundit Nund Kishor to Moradabad.

The notification from this Department, No. 2323A., dated 1st June, transferring Mr. James White, Assistant Magistrate and Collector, from Bijnour to Mynpoory, is hereby cancelled.

Captain J. E. Campbell, Assistant Conservator of Forests, Kumaon Division, with the powers of a Subordinate Magistrate of the 2nd class, as described in section 22 of Act XXV. of 1861, to be exercised within his jurisdiction for the punishment of officers against the Forest Rules.

Lieutenant William Stuart Lillingston, officiating Deputy Conservator of Forests, Jounsar Division, with the powers of a Subordinate Magistrate of the 2nd class, as described in section 22 of Act XXV. of 1861, for the trial of breaches of Forest Rules.

Under section 5, Act XIII. of 1859 (an Act for the punishment of breaches of contract by artificers, workmen, and labourers it is hereby notified that the provisions of the said Act are extended to the station of Almorah in the Kumaon Division.

The Senior Assistant Commissioner of Kumaon is authorized to exercise the powers vested in a Magistrate of Police under the Act.

Mr. William Hogan is appointed District Engineer of Gorruckpore on a salary of Rs. 350 per mensem and joined on the 29th ultimo.

SHIPPING.

DAILY FREIGHT REPORT—22ND JUNE.

London...	Cotton Cases Seeds	No ship loading.
Liverpool	Iron Ships Cotton	£2 0s. 0d. to £2 2s. 6d.
	Wooden Ships ,,	£2 0s. 0d. to £2 2s. 6d.
	Myrabolans & Coir bdls	£1 5s. 0d.
	Seeds	£1 12s. 6d. to £1 15s. 0d.
Havre	Cotton Coffee	£2 17s. 6d. to £3 0s. 0d.
Overland Steamers		£3 10s. 0d. to £3 15s. 0d.
Liverpool via Suez Canal		No steamer.
China	Steamer Cotton	Rs. 9 to 10 per bale.
	,, Opium	Rs. 25 to 30 per chest
	Sailing Ships	Rs. 6 per bale
Calcutta	Salt	Rs. 3 0 0 to 4 0 0 per ton
Calcutta to Bombay		Rs. 16 and Calcutta Port charges
Mauritius		8 annas to 10 p. bag nominal.

DEPARTURES.

June	Vessel.	Commander.	Destination.
23	Compta	Hart	Liverpool.
	Royal Adelaide	Jeffrey	Liverpool.
	Ethiopia (s)	Scott	Laccadive Islands and Carwar.

The following vessels began to load yesterday:—

Steamer Travancore, to China, &c.

Ship Bride, to Havre.

Steamer Mula, to Kurrachee.

THE HOOGHLY.

ARRIVALS.

June			
20	Lord of the Isles	Graigee	Liverpool, March —
	Leith (s)	Barnetson	Bombay, June 18.
	East	Callender	Bombay, June 5.

DAILY IMPORTS.—23RD JUNE.

FROM LONDON.

Haddon Hall, 100 drums turpentine, Henry Rogers.

Millwall, 1 case blotting paper, 3 packages hardware, 1 cask ink, 1 case iron safe, 2 cases counter cases and 275 casks pale ale, B M Punthakey; 70 casks beer, Alsen, Riebe & Co.

British Consul, 40 cases claret, Payne & Co.

Strathclyde (s), 1 hogshead brandy, 6 cases champagne, 3 cases sparkling moselle and 2 cases claret, E Nusserwanjee Colabawalla & Co.

FROM GENOA.

Persia (s), 50 cases brandy, P Framjee & Co.

FROM BORDEAUX.

Persia (s), 200 cases claret, Alsen, Riebe & Co.

DAILY EXPORTS.—23RD JUNE.

FOR LIVERPOOL.

Cavour, 105 bales cotton, M Nurothumdass; 70 bales cotton, B Ruttonsey; 42 bales cotton, S P Framjee.

Childers, 3 bales cotton, Remington & Co; 38 bales cotton, Peel, Cassels & Co; 250 bales cotton, Ritchie, Steuart & Co.

Sir Charles Napier, 200 bales cotton, Peel, Cassels & Co.

Sir John Mandeville, 100 bales cotton, David Sassoon & Co; 126 bales cotton, P Pairaz.

Stornoway, 30 cases olibanum, N Gangjee.

Queen of the Lake, 300 bales cotton, Ralli Brothers; 51 bales cotton, G Dawarkadass; 100 bales cotton, C Furdoonjee; 50 bales cotton, W Cooper; 15 bales Sindee dry leaves and 1 bale hemp, D Sorabjee.

Princess Alexandra, 325 bales cotton, Gaddum & Co.

Persia (s), 40 bales wool, M Ramjee.

Golconda (s), 49 bales cotton, C S Nandershaw; 100 bales wool, C Furdoonjee; 60 bales cotton, B Girdhur; 32 bales wool, L Enderjee.

Charles Bal, 80 bales cotton, M Jugnath.

Mary Stenhouse, 250 bales cotton, John Campbell & Co; 159 bundles horns, J Ludha & Co; 50 bales cotton, Behrend Brothers; 8 packages sunk shells and 68 packages cowdes, S S Momed.

Flying Venus, 305 bags linseed, M Heerjee.

FOR LONDON.

Golconda (s), 20 cases gum, 5 cases olibanum and 2 bundles coffee, A Munjee; 25 bales skins, M A Sorajoodin & Co; 22 cases olibanum, D Dossa; 1 case Heeradukon, 6 boxes moya teeth and 25 packages chundroo, A Vully; 8 bales hides, R Rusoolbhoy; 8 bales hides, G R Caderbhoy; 25 bales skins, H M C Lubbay & Co.

Sumatra (s), 20 bundles E teeth, M Hurackchund; 222 pieces E teeth, K Nansee.

FOR GENOA.

Persia (s), 50 bags ground nuts, H Bomanjee, Touche & Co.

FOR HAVRE.

Persia (s), 4 bales cotton, S Tyebjee & Co; 100 cases cotton, K Pitamber.

Branstone, 200 bales cotton, H Clason & Co.

City of Tanjore, 100 bags coffee, S Tyebjee & Co; 167 bundles turmeric, G H Nanjee.

DIOCESAN HIGH SCHOOL, BYCULLA.

MANAGING COMMITTEE.

Rev. F. L. SHARPIN.	F. ROWLAND, Esq.
Rev. W. H. HARPUR.	R. C. SMITH, Esq.

HEAD MASTER—Mr. J. A. SWORNSBOURNE,
(Late 2nd Master Albert College, Framlingham).
HEAD MISTRESS—Miss WATLING.

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F. L. SHARPIN, M.A.,
Chaplain of Byculla and Hon. Superintendent.

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Printed and Published at the Office of the *Bombay Gazette.*

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTH.

GUNPAT SADASEW—June 23rd, at Old Sonapore Lane, the wife of Gunpat Sadasew, Shipping Reporter "Bombay Gazette," of a son.

OTHER PRESIDENCIES.

BIRTH.

McCALLY—June 19th, at his residence, Royapooram, the wife of Mr. F. McCally, Head Master, St. Peter's School, of a daughter.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances, sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette.*"

All Communications respecting Advertisements should be addressed to the "Advertisement Department." *Bombay Gazette* Office, Bombay.

The Bombay Gazette.

SATURDAY, JUNE 24, 1871.

WE noticed some time ago those chapters of Mr. R. H. Elliot's book* which give the results of the author's experience of coffee planting in India. But Mr. Elliot is not an ordinary coffee planter. The whole time he spent in this country was not devoted by him to the pursuit of gain. He is a man of an active mind and of considerable culture, who took a deep interest in the people among whom his lot was cast, and by observation and study endeavoured to form an independent opinion as to the kind of government needed to make them prosperous and happy. It is only men of this stamp who have much chance, in the present day, of acquiring any real knowledge of the character and interests of the people of India. It is a common, and we believe a just, complaint, that Anglo-Indian officials of this generation have none of that intimate knowledge of the thoughts and wishes of the natives which men of the old school used to pride themselves on possessing. Perhaps the foreign rulers of India have never really understood much about the strange people whom they hold in subjection; but of late years the reserve which the natives of this country maintain towards all foreigners whom they have any cause to fear has deepened instead of becoming less marked. Education tends to separate the two races instead of bringing them together; for the official who finds he can now get through most of his duties without troubling himself to use any language but English becomes insensibly more estranged from that vast majority of the population which is still uneducated except in its own vernacular. Again, no Civilian now thinks of making a home for himself in India. The easiness of access to England has completely changed men's habits in that respect; and, whether the alteration be for good or ill, it is done and cannot be undone. But the principal cause of the increasing coldness in the relations between the governing class and the natives is the accumulation of work which ties the English official to his desk all day instead of leaving him time to go about freely among the natives. Sir Bartle Frere, in his evidence before the Indian Finance Committee, said that a Civilian is now so incessantly occupied in writing reports and making out returns on paper, that he has no opportunity of friendly intercourse with the people, and cannot win the respect and confidence which would be a better security for the stability of our empire than whole volumes and codes of laws. The consequence is that we are legislating very much in the dark; the only class of natives whom the officials know being place-hunters, who give opinions which are as a rule flagrantly at variance with truth, but which they fancy will be acceptable to their patrons. Several of the witnesses before the Committee said the salt-tax could not be unpopular in India, because the natives never made any complaint to them about its oppressiveness; but the fact is, as most of our readers are aware, that it is the height of absurdity to suppose a poor man who felt he was too heavily taxed would seek an interview with the chief Government official of the district to expose his grievance and ask for pity and redress.

Such being the state of darkness of the official world, the evidence of an impartial witness like Mr. Elliot as to the estimation in which our Government is held by the natives must be regarded as specially valuable. Mr. Elliot lived amongst the people for years, treating them firmly but liberally, and teaching them to trust him as a friend rather than fear him as a master. Like many others who have known the natives intimately, he has yielded to the fascinations of a social state which has survived centuries of misrule, and is still almost as powerful in controlling the actions of the Hindoos as it was two thousand years ago. His admiration of the working of the system of caste—in the country, but not in the large towns—reminds one of the enthusiasm of the Abbé Dubois, who, in speaking of the advantages resulting from the division of castes, says—"I consider this institution as the happiest effort of Hindoo legislation; and I am well convinced that, if the people of India never sank into a state of barbarism, and if, when almost all Europe was plunged in that dreary gulf, India kept up her head, preserved and extended the sciences, the arts, and civilisation, it is wholly to the distinction of castes that she is indebted for that high celebrity." We do not, however, propose to discuss here the vexed question whether caste has been on the whole beneficial, or the reverse, to the people of India; nor would we have it thought that Mr. Elliot is one of those Englishmen whose spirit of toleration makes them averse to any interference with ancient institutions and a settled order of society. He is a thorough reformer in many of his ideas; and his chapter on Education contains suggestions for increasing the spread of knowledge among the natives which show that he has studied the subject without prejudice. But he has, insensibly perhaps, caught, as it seems to us, the native way of looking at the results of our mode of governing India. "I have lived amongst them," he says; "I feel sure we understood one another; I have heard the freest expression of their feelings; I know their wants; they were my society; amongst them I had many friends; and, looking back upon my intercourse with the people with feelings at once of pleasure and regret, I feel that I should be ungrateful to men who made my jungle-life a pleasant one if I failed to urge, by every possible means, those reforms which I conceive would be to them of the greatest benefit." What, then, does this independent Englishman, who, it must be acknowledged, has at least had fair means of ascertaining the truth, think of English rule in India? Mr. Elliot honours the officers of Government for their ability, zeal, and conscientiousness; but, he says, "failure is the only term which can be applied to the whole of our system." "With our accursed English law and English system, we have got the country into such a muddle; we have so increased the facilities for bribery and corruption, by multiplying unnecessarily the occasions for the interference of native officials; we have so weakened our powers of supervision by that horrible vice of Report and Return writing which chains our Civil Servants to the desk from morning to night; we have given, in short, by all these, such an impetus to bribery and corruption, that even to think of attempting to effect any reform as regards this huge social canker is enough to turn one sick." We have no space for any of the illustrations, some amusing, others very saddening, by which Mr. Elliot proves the disadvantages of a system which leaves the people without any means of communicating their wishes to Government, and the Government "without the means of explaining the meaning or communicating the very existence of the laws which have been passed." We will only state, in conclusion, the remedies he has to offer for the evils he deplores:—

> What I have to propose with the view of cutting off, or at least materially diminishing, the causes of bribery I now proceed to state as briefly as possible. These projected remedial measures are—
>
> 1. The invariable employment of a punchayet, to be selected from men of the locality.
> 2. The settlement of each case locally and speedily.
> 3. An alteration in our English law of evidence (so as to assimilate it to the French law.)
> 4. The raising of the pay and qualifications of amildars, or law and revenue heads of counties; the regular promotion of men who have been amildars; and, in short, the holding out of every possible encouragement to men of this position, who have more of real power for good or evil than any in India.
> 5. The restriction of appeals to the court immediately above the one which has tried each case.
> 6. The simplification of Government enactments, and their careful limitation to the wants and requirements of the people.
> 7. The diffusion of information on every possible subject (by the education of young men whose special business it should be to explain the laws to the ignorant population of every village.)

This imperfect notice of a very interesting book will, we hope, lead many of our readers to study it for themselves. Mr. Elliot's style is not free from what is the principal vice of Anglo-Indian literature, the want of condensation; but he can think for himself, and express his thoughts with vigour and point; and, above all, his book has this rare recommendation, that it is emphatically an honest book.

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* *Experiences of a Coffee Planter in the Jungles of Mysore*; by R. H. ELLIOT, 2 vols. London: Chapman and Hall.

THE proposers of the resolutions to be brought before the special meeting of the Bench of Justices next Friday have, it is now understood, no other object in view than to start a full and final discussion of the principles of municipal administration. There can be no doubt that it is very desirable to bring to an end the partial and unsatisfactory debates about the constitution of the Municipality with which we have been vexed, from time to time, for the last six years, and we trust there will be a good atttendance at the meeting. A number of Justices are, we hear, summoned for the Special Jury on Friday; and perhaps Sir Charles Sargeant might be able to oblige the Bench by not having any Special Jury cases on that day, and so releasing these gentlemen from the duty of being present in Court.

BY order of Government the Ganges Canal will be closed for the usual annual repairs as soon after the 25th instant as the state of the weather will permit.

AT the instance of the local administration, the Government of India is said to have sanctioned the construction of a road between Dewas and Oojein in the Central Provinces.

WHEN shall we hear the last of Mr. Anstey in connection with the Wahabee trials? The "Indian Mirror" now "understands that Mr. Anstey is again expected at Patna to conclude the defence of Ameer Khan?"

THE late census was taken in the North-Western Provinces on the rule that "in cases where parents are not natives of the same country, legitimate children will be classed with the father." In Madras the rule was exactly the reverse!

WE are assured by the "Pioneer" that there is no foundation for the statement in the "Indian Public Opinion" of the 20th regarding the alleged spread of murderous outrages in Umritsur and the neighbourhood. Only one case, we are told, has really occurred, and that is attributed to the ordinary city budmashes.

SPEAKING of the durbar recently held in Lucknow for the presentation of an address to Sir George Cowper, the "Mofussilite" has the following:—"It has seldom been the lot of any Chief Commissioner of Oudh to witness at the very outset of his career such a mark of popular approbation as has been evinced on the appointment of Sir George as the *locum tenens* of General Barrow."

THE Legislature of the State of New York has, the "Englishman" mentions, offered a reward of a hundred thousand dollars for the best improvement for the propulsion of canal boats. The terms of the competition are said to be broad and liberal; the reward is unhampered by any narrow or obnoxious conditions, and the selected invention is to remain the sole property of the inventor.

HIGHWAY robberies seem to be common near Lucknow. A local vernacular journal instances two cases in which dak garis were stopped and plundered in one day by a gang of dacoits, within a few miles of the city. The writer states that "to ensure the safety of the road, police guards have been stationed at different places, and a Government peon goes with dak carriages from one place to another."

IN accordance with the provisions of section 15 of Act V. of 1861, the Hon. the Lieutenant-Governor of the North-Western Provinces has directed that the inhabitants of the town of Ekdil, in the district of Etawah, shall be charged, for the period of one year, with the cost—viz., Rs. 579 per annum—of maintaining an additional police force, consisting of one head constable and three constables, in consequence of their lawless conduct.

TRULY we live in an age of progress. What would Burton have thought had any one suggested to him that before the end of the present century the steam-engine would be seen puffing close to the sacred Kaaba? Yet it is not at all unlikely that such may be the case, for we find in a letter from the Political Resident at Aden to the Government of Bombay an intimation that the Turkish Government are thinking of constructing a railway between Jedda and Mecca!

THE British India Steam Navigation Company's steamer Ethiopia, which has been chartered by Government for the conveyance of provisions to the Laccadive Islands—the inhabitants of some of which have been deprived of the means of existence by reason of the islands having been partly submerged during the stormy weather which prevailed last month—sailed for the Laccadives yesterday with a cargo of rice and other edibles. The Ethiopia will call at Carwar.

A LAHORE vernacular journal states that at the annual fair held in Mouza Nijaz Beg in honour of the goddess Bhadra Kali, a pilgrim tax has been imposed this year, ranging from one anna to two rupees for shopkeepers, and from two annas to Rs. 1-8 on conveyances. The writer denounces the impost as oppressive, and states that, although it only yielded some Rs. 500, complaints were common that extortions had been practised on the pilgrims, and that the sum really taken from them amounted to Rs. 15,000 or Rs. 20,000.

THE "Indian Daily News" informs us that a circular has been sent round to all civil officers, to the effect that as disbursements by them on public works without the knowledge of the Public Works Department, and without funds having been previously provided, tend to financial embarrassment and prevent the restriction of outlay within the grants assigned for the purpose, the Government of India, Financial Department, "desires that, in future, no expenditure whatever on public works shall, under any circumstances, be incurred by civil officers, excepting under the strictest observance of the rules laid down on this subject." Officers incurring any expenditure in disobedience to these orders, are to be held personally responsible for such expenditure.

UNDER the powers conferred upon him by sec. 23c., of Act VIII. of 1869, the Hon. the Lieutenant-Governor of the North-Western Provinces has been pleased to extend the local jurisdiction of the magistrate of Allahabad to the portion of the territory added by the States of Bundelkhund to the British Government, for the purpose of the East Indian Railway lying between the western boundary of the Allahabad district and the railway station at Sutna, with the railway line buildings and stations standing upon it, exclusive of the railway station at Sutna, and the houses and grounds attached to the same, for the trial of offences committed on the abovementioned territory.

CAPTAIN ALEXANDER TEMPLE COX, 1st Wing Subaltern 28th Regiment, Madras Native Infantry, who is in charge of a detachment of that corps doing duty at St. Thomas' Mount, has received a severe reprimand from His Excellency the Commander-in-Chief of Madras. Being inclined to be what Dave would call "jokative," Captain Cox had filled in, in the second column of the Military Census Returns taken on the 14th instant, and under the head, "What relation to head of family," the words *head and tail.* The sharp eyes of the Adjutant General detected the objectionable entry, and an official report was at once made to the Commander-in-Chief. Lieutenant-General Haines expressed himself as being much displeased and was of opinion that the remark was indicative of a weak intellect. The Adjutant General was requested to direct Captain Cox to alter the entry.

"Two years ago," says the "Pioneer," "it was decided by the Government, N. W. P., that the Board of Revenue should submit yearly a report showing the progress of settlement operations and of the charges incurred during the cold weather, in order that materials up to the latest date might be furnished for the annual administration report of these provinces. The Board accordingly got the component parts of the report together, but for some reason known only to that august body did not allow them in the aggregate to see the light until September. For this Mr. Secretary Elliott has very reasonably reproached them. Settlement officers, however, have not suffered in appreciation from this delay, for the last paragraph of Mr. Secretary Elliott's memo. is as follows:—'In conclusion, I am desired to state that the Lieutenant-Governor has much satisfaction in confirming the Board's statement of the excellent service rendered by the officers of the Settlement Department, and in expressing his sense both of their ability and zeal as being, in His Honor's experience, unequalled.' This is generous praise, though deserved."

THE HIGH COURT.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—Some people say the Secretary of State has refused a fourth Judge on the Original Side of the High Court. Some say, that he told Lord Mayo to decide, and that he has decided against the addition. Be it as may, it seems to me the same thing, and there is to be no fourth Judge. Now, in a recent memorial to Government from the Chamber of Commerce it is suggested that, apart from delays by the Judges themselves, suitors have to complain of serious delay and inefficiency in the Prothonotary and Taxing Officers' offices, I and also of the want of efficient translators. *I* am not going to discuss these points, though I am an unhappy sufferer—discussion must arise soon, and I bide my time. But as reform is the order of the day, I suggest that three courses are open to the Chief Justice—1st—To select an able and efficient Civilian Judge to overhaul the subordinate departments of the Original side and to report on the procedure in them; 2nd—To let the Registrars and Prothonotaries on the Original and Appellate sides change places, say once a month; 3rd—To look into the working of all these offices himself, which I admit is an Utopian idea, though Mofussil Judges are not above the work. As to the want of efficient translators, I should like to know why there are not *any* number of efficient translators duly certified or licensed by the Judges.

Any way we want some
ENERGY AND REFORM ON THE ORIGINAL SIDE.

23rd June.

WEATHER REPORTS.

CARWAR, 23rd June, 10 A.M.—Weather overcast, wind south-west, thermometer 80, barometer 29·83, rainfall 20 cents.

CANNANORE, 23rd June, 10 A.M.—Weather cloudy, wind south-west, thermometer 75, barometer 29·980, rainfall 82 cents.

TUTICORIN, 23rd June, 11 A.M.—Weather cloudy, wind west, thermometer 90, barometer 29·75.

MANGALORE, 23rd June, 12 noon.—Weather cloudy, thermometer 82, rainfall 33 cents.

VINGORLA, 23rd June, 12 noon.—Weather clear, wind south-west, thermometer 86, rainfall 1 inch 25 cents.

BOMBAY GOVERNMENT TELEGRAPH OFFICE—23RD JUNE, 9 P.M.

Latest dates from United Kingdom.

Via Turkey, 22nd June, 6 P.M., Greenwich time. Time in transit, 18 hours 39 minutes.

Via Russia, 22nd June, 7-12 P.M., Greenwich time. Time in transit, 3 hours 31 minutes.

Via Red Sea, 23rd June, 1-20 P.M., Greenwich time. Time in transit, 1 hour 23 minutes.

Latest dates from Continent of Europe.

Via Turkey, 22nd June, 11-50 P.M., Greenwich time. Time in transit, 11 hours 20 minutes.

Via Russia, 22nd June, 7-2 P.M., Greenwich time. Time in transit, 3 hours 50 minutes.

Via Red Sea, 22nd June, 7-2 A.M., Greenwich time. Time in transit, 3 hours 55 minutes.

The time occupied in the transmission of messages to Bombay from 9 P.M. of the 22nd to 9 P.M. of the 23rd June is as follows:—

To Bombay.	Max.		Min.	
From Kurrachee	0	16	0	5
,, Calcutta	11	18	0	10
,, Madras	2	[illegible]	0	2

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

THE CHINESE CIRCULAR.

LATEST FROM PARIS.

LONDON, 22ND JUNE.

The Chinese Circular has been presented to Parliament. It is considered to apply almost exclusively to Roman Catholics.

VERSAILLES, 22ND JUNE.

The Official Journal announces that the review of the French Army is fixed for the 25th inst.

The subscription to the new loan will be opened on the 26th inst.

LONDON, 22ND JUNE.

The Liverpool Cotton market to-day has been weaker.

Fair Dhollera 6⅝d.

The Bank of England Returns for the week ending yesterday show the following results:—

Reserve of Notes	£17,125,000	Inc. £1,125,000
Bills discounted	£16,875,000	Inc. £ 875,000
Bullion	£26,500,000	Inc. £ 500,000

The sum of £75,000 has this day been paid into the Bank of England.

BOMBAY.

POLICE FINES.—In May Rs. 1,620-14 were recovered as fines by the several magistrates of police in Bombay.

THE WAGHURS.—A few days ago the Waghurs of Kattywar plundered the village of Deer, near Porebunder.

ACCIDENT.—Yesterday as a Hindoo woman was passing along the Dhobie Talao road one of the shutters of a window fell on her head, by which she was much hurt.

GYMNASTIC INSTITUTION AT NOWSAREE.—We observe that a gymnastic institution has recently been opened at Nowsaree, in the territory of H. H. the Gaekwar.

PERSIAN FAMINE FUND.—The Alfred Dramatic Club forwarded yesterday to Messrs. Godrez Mehrban and Co. Rs. 1,211, being the net proceeds of a performance in aid of the Persian famine fund.

THEFT.—The Magistrate at the Girgaum Police Court yesterday sentenced one Luxmon Sewjee to three months' imprisonment for stealing a gold ornament belonging to Parvuttee woman.

BROACH.—Mr. Ramkrishna Dajee, constable in the Duskroe pergunnah, in the Ahmedabad collectorate, has been appointed city inspector at Broach, in room of Mr. Hafizoola Manoola, deceased.

COMPLAINT AGAINST A MAMLUTDAR.—A vernacular paper complains that the mamlutdar of Nassick holds his cutcherry at night, and that consequently the poor ryots and the establishment suffer much inconvenience.

ST. JOHN'S FEAST.—There will be celebrated to-morrow in the Church of N. S. de Salvagao, Lower Mahim, the feast of the patron saint of both the Portuguese and English schools attached to that church.

SUICIDE.—A Coroner's inquest was held on Thursday at the Hope Hall Hotel on the body of Cullian Hurjee, a shoemaker, who, in the opinion of the jury, had committed suicide by drowning himself in a well.

FAMINE AT SHIRAZ.—By the steamer which came from the Persian Gulf the other day we learn that the people of Shiraz and its neighbourhood were suffering much from famine. There was a great mortality among the Moguls.

CHOLERA AT PUNDERPOOR.—Cholera being prevalent at Punderpoor at present, and as the annual fair is shortly to be held there, the Bombay Commissioner of Police has ordered a *battakee* to be beaten throughout the town, so as to give the people warning.

COMMITTED TO THE SESSIONS.—Mr. Nana Morojee yesterday committed Goolab Nuthoo and Girdharee Anunta to stand their trial at the next Criminal Sessions of the High Court, on a charge of stealing gold ornaments, of the value of Rs. 183, belonging to Abba Rahimtoola.

SMALL CAUSE COURT.—Byramjee Hormusjee Musani yesterday obtained a verdict in the Small Cause Court from Mr. O'Leary against Hormusjee Manockjee Damukia for Rs. 630, amount of interest due on Rs. 7,000 at one per cent per month from 1st July 1870 to 31st March 1871, as per an indenture of mortgage dated 9th February 1871. Mr. Jehanghier appeared for plaintiff; the defendant appeared in person.

DARING ROBBERIES.—A short time ago Nynasing Tejasing and Mucoomsing Rungsing, who were arrested by the police for committing robberies in the bungalows of gentlemen residing at Parell and other places, were yesterday committed by Mr. Nana Morojee for trial at the ensuing Criminal Sessions of the High Court, on charges of house-breaking by night and theft and habitually receiving stolen property.

PROGRAMME OF MUSIC to be played by the band of H. M.'s 19th Regiment N.I., at the Esplanade, this afternoon:—

March	The Young Recruit	Kuhner.
Selection (Op)	L'Ile de Tulipatam	Offenbach.
Quadrille	Le Palais de L'Industrie	Croisez.
Selection (Op)	Gemma di Vergy	Donizetti.
Valse	Faust	Coote.
Galop	Konigratz	Hertel.

ACTION ON A PROMISSORY NOTE.—At the Small Cause Court yesterday, before the First Judge, Jora Tija, a Marwaree, sued Jamsetjee Furdoonjee and Hormusjee Rustomjee to recover Rs. 900, amount of first twelve instalments due on a promissory note for Rs. 1,000, given by defendants to plaintiff on 17th March 1870. Mr. Jehanghier appeared for the second defendant; the first defendant was absent. The claim was admitted, and a verdict was given for the full amount, payable by monthly instalments of Rs. 40.

POONA.—The Cricket Match on Thursday was a very interesting one, but up to six o'clock P.M. the game had not finished. A large number of spectators were on the Gymkhana ground to witness it, among whom we observed a good sprinkling of ladies. The pigeon shooting announced to take place at the Pavillion on Saturday has been unavoidably postponed until Monday the 26th instant, at 3 P.M., in consequence of His Excellency the Commander-in-Chief's levée having been announced for Saturday.—*Deccan Herald.*

POONA CRIMINAL SESSIONS.—The fifth criminal sessions will be held by Mr. R. Pinhey, the Acting Session Judge of Poona, at the Sungum Court of Adawlut, on Monday. There are seven cases on the calendar. The next criminal sessions will be held by Mr. Pinhey at Sholapore.—*Poona Observer.*

WE much regret to announce the death on Wednesday evening, at Kirkee, of Major C. J. Darrah, Royal Engineers, commanding Bombay Sappers and Miners. The funeral of the deceased officer took place on Thursday evening at 5-15, starting from his residence opposite the Royal Artillery Mess-house.—*Ibid.*

MR. A. ROGERS, the newly-appointed acting member of Council, has made over charge of his office to Mr. H. Havelock, the Revenue and Police Commissioner. Mr. Rogers took the oaths of office on Tuesday last at the Council, after the levée was over, and the usual salute was fired by the Royal Artillery at Kirkee.—*Ibid.*

THE WEATHER AT POONA.—On Wednesday evening thick clouds gathered over the skies, and betokened every appearance of a downpour, but it gradually cleared up. During the day it is somewhat warm, but it is very pleasant and cool in the evenings and mornings. We have not had much rain since the 6th instant, but should there be no rain in a day or two the young crops, we fear, will languish for want of moisture. The cultivators are in the meantime anxiously looking out for rain.—*Ibid.*

INSPECTION OF THE TROOPS IN DRILL ORDER.—On Wednesday morning His Excellency the Honourable Sir Augustus Spencer, K.C.B., the Commander-in-Chief, inspected the troops of the Poona brigade and the Royal Artillery from Kirkee on the general parade ground in drill order, under the command of General Sir J. T. Grant, C.B., commanding the Poona Division. The troops were drawn up in two lines facing the race-stand and formed into two brigades. The regiment of Light Cavalry was commanded by Colonel Ashburner, the No. 19 Royal Artillery and E 18 R.A. and F 18 R.A. were under the command of Colonel Conybeare. Her Majesty's 56th and 83rd Regiments were under the command of Colonel MacLeod, of the 2nd Grenadier Regiment. The 2nd brigade, consisting of the 2nd Grenadier Regiment, the 9th and 23rd Regiment Native Light Infantry, was commanded by Colonel Whitehill, of the 23rd Regiment N. L. I. The troops arrived on the parade ground at a past five, and were discharged after 7 o'clock. His Excellency was received by a salute fired by the Royal Artillery. The bands of the brigades were massed. The staff of the Army Head Quarters, and the Divisional Staff were all present. There was a large number of spectators on the parade ground.—*Ibid.*

TELEGRAPH LINE REPORTS.

KURRACHEE, 23rd June, 8 P.M.—Latest dates from United Kingdom, via Turkey, 22nd June, 7-50 P.M.; via Russia, 22nd June, 8-25 P.M. Latest dates from Continent of Europe via Turkey, 22nd June, 11-55 P.M.; via Russia, 22nd June, 7-2 P.M. Cable right to Fao; Turkish line right to Pera; Persian line right to London.

RELIGIOUS SERVICES.

Third Sunday after Trinity, 25th June.

ST. THOMAS' CATHEDRAL.

7-30 A.M.—1st celebration o Holy Communion.

11 A.M.—Morning Prayer and Sermon, with second celebration of Holy Communion. Hymn 348.

4-45 P.M.—Catechising.

5-30 P.M.—Litany.

6 P.M.—Evening Prayer and Sermon. Hymns 15, 187, and 341.

The offertories will be devoted as usual.

Holy Day.

Thursday, 29th, Saint Peter the Apostle's day, Celebration of Holy Communion at 7-30 A.M.

ST. JOHN'S CHURCH, COLABA.

7 A.M.—Holy Communion (celebration.)

11 A.M.—Litany, Holy Communion and Sermon. Hymns 135 and 179.

6 P.M.—Evening Prayer and Sermon. Hymns 177, 275 and 324.

The offertories to be devoted as usual.

CHRIST CHURCH, BYCULLA.

7 A.M.—Holy Communion (celebration).

11 A.M.—Morning Prayer with Litany and Sermon. Hymns 311 and 200.

6 P.M.—Evening Prayer and Sermon. Hymns 308, 309, and 324.

HOLY TRINITY CHURCH, SONAPORE.

7 A.M.—Celebration of Holy Communion.

7-45 A.M.—Matins and Sermon. Hymns 250 (The great forerunner of the morn), and 309 (Fierce raged the tempest o'er the deep.)

6 P.M.—Evensong and Sermon. Hymns 251 (Lo, from the desert homes), 162 (Thou art the way), and 10 (Glory to Thee, my God, this night.)

Collections for church expenses and the poor.

ST. ANDREW'S CHURCH, APOLLO STREET, FORT.
[CHURCH OF SCOTLAND.]

11 A.M.—Morning Service.
Psalm 146-5 (Tune, Grafenberg—134.)
Psalm 51-7 (Tune, Farrant—76.)
Hymn 92 (Tune, Communion—55.)
Anthem ("The Lord is merciful.")

6 P.M.—Evening Service.
Hymn 29 (Tune, Peckham—28.)
Paraphrase 23 12 (Tune, Effingham—75.)
Hymn 28 (Tune, Freyberg—278.)
Anthem ("Arise, shine, for thy light is come.)
Collections for church expenses.

THE HARBOUR.

There will be Divine Service on board M. S. H. Lord Elphinstone at 11 A.M.

POONA BOAT CLUB.

THE general meeting of the Poona Boat Club was held on Thursday morning, pursuant to advertisement, in the Gymkhana Pavillion. Colonel Aitken was called to the chair, and Colonel Carnegy was unanimously chosen president of the committee, in the place of Colonel Fife, who has left for England. Major Wakefield, commanding H. M.'s 83rd Regiment, and Mr. Oxenham, Professor of Literature in the Deccan College, were chosen members of committee in the place of two members who have left Poona. Mr. Horsley, C.S., was chosen honorary secretary. Several alterations were made in the rules of the club, among the most important was that which relates to the entrance fee and quarterly subscriptions. The entrance fee is to be, as formerly, Rs. 25; and the quarterly subscription for resident members Rs. 10, who are to pay only R. 1 a month if they do not use the boats during the quarter: non-resident members are to pay no subscription, unless they are in Poona for two consecutive months, in which case they are to pay Rs. 4 a month. A letter was read from the Hon'ble A. D. Sassoon, G.C.S.I., offering a cup of the value of thirty pounds sterling to be competed for by the Poona and Kirkee and Bombay Clubs—the crews to be chosen from the British military, the Indian military, and the Civil Services, and the members of the club who are not in the public services. No scratch crews to be allowed. A vote of thanks was passed by acclamation to the Hon'ble Mr. Sassoon for his liberal and handsome gift. A committee was appointed, consisting of Messrs. Reid and Oxenham, of the Civil Service, and Colonel Carnegy of the military service, to select the crew for the great race between the Poona and Bombay Clubs. A vote of thanks was passed with hearty cheers to Captain Daubeny for his past indefatigable services to the club; to which he replied in most appropriate terms. Thanks to the chairman for his able services in the chair closed the business of the meeting.—*Deccan Herald.*

POONA GYMKHANA.

THE following is the programme of the Poona Gymkhana Committee for the pigeon shooting matches:—

1. Weather permitting, the first meeting will take place on Saturday, the 24th instant, at 3 P.M. precisely. There will be only general practice. Those who wish can subscribe to a sweepstakes of 1 rupee each. Every one to pay for his own birds at about rupees 1-8 per dozen.

2. As this will be the first meeting of the season, every one will have to shoot from one distance, about 25 yards, the winners going back each match, one yard, up to a maximum of 30 yards.

3. On the following Saturday, and on every alternative Saturday, there will be, if sufficient birds can be procured, three handicaps, entrance fee; for the first rupees 3, and for the other two, rupees 2 each. Lotteries for the above will be held at the Gymkhana at 2 P.M. precisely. Price of tickets 4 annas each. Members wishing to shoot should enter their names on the notice boards at the Gymkhana, not later than the previous Friday evening, or give information to the Honorary Secretary, 14, Civil Lines. There will be only one prize for each of these matches, consisting of the entrance money, with 50 per cent. of the same added to it from the general funds.

4. There will be 5 per cent. of the above prizes deducted for the good of the Gymkhana, and 10 per cent. of the lotteries; winners and losers always to pay for their own birds.

5. On the Saturdays when there are no handicapped matches, shooters to be handicapped on the ground; all other handicaps to be made by the General Committee.

6. On or about the first Saturday in September, and on the Monday and Tuesday following, or upon such days as shall be duly notified, there will be a grand handicap of 21 birds each, at the rate of 7 birds per day. Entrance rupees 10. Three very handsome prizes will be given, value to be advertised hereafter. Competitors to shoot on each consecutive day—sickness, or duty, will be the only admissible reasons for non-attendance upon those days.

RULES FOR PIGEON SHOOTING, POONA GYMKHANA, 1871.

1. At every match, or general practice, there shall be an umpire, who shall be chosen by the shooters present on the ground. His decision shall be final in all matters, unless he chooses to refer the matter to any one else.

2. A boundary line, 80 yards from the centre trap, is provided; a bird must be gathered before passing this boundary by the shooter, or by the person appointed for this purpose without the aid of any kind of implement. A bird recovered in the ditch of the boundary line is to be considered a "fair bird," if beyond the ditch, it is to be considered a "lost bird."

3. There shall be 5 traps, placed at 5 yards apart, and at 21 to 30 yards from the shooters.

4. A 12-bore gun, with 1¼ oz. of shot, will be the maximum allowed. Shooters using guns of larger bore and larger charges of shot, shall, for each size larger of bore, and every ¼ oz. of shot extra used, fire from a distance half a yard further than that for which they are handicapped. Shooters are always to declare the bore of their guns, and the charge of shot they are using, which are not to be varied during the match.

5. The shooters to cry "pull," when ready. Should the trap be pulled without the word being given, he may take the bird or not, but if he shoots the bird must be considered as taken. If the trap is pulled, and the bird does not rise, it is *no bird* at the *option* of the shooter; but if he shoots at it, either on the ground, or trap, or after it rises, *and miss*, it is to be scored "lost."

6. A bird must be shot while on the wing, in order to score a "fair bird," excepting with the second barrel. N. B.—Both barrels are always allowed.

7. In case of a miss-fire, another bird is to be allowed if the gun was properly loaded and cocked, and the miss-fire arose from the cap not exploding; but after the word "pull" is given, and the gun does not go off owing to the shooter's own negligence, the bird is to be considered "lost."

8. Neither of the shooter's feet is to extend beyond the shooting mark under any pretence whatever; nor is the gun to be held above the point of the elbow, until *after* the trap has been *pulled.*

9. All ties are to be shot off on the same day if there is sufficient light, unless it is agreed to divide; otherwise, the ties should be shot off on the first available day.

By order of the Committee,
G. LAUGHTON, Major,
Hony. Secy. Pigeon Shooting Department.
Gymkhana Pavilion, 21st June 1871.

THE FRERE LAND AND PIER COMPANY.

THE second ordinary general meeting of the Frere Land and Pier Company was held yesterday at the offices of Sir Charles Forbes and Co., the secretaries and treasurers, to receive the directors' report and statement of accounts to 31st May 1871; to elect directors in the place of Messrs. Cursetjee Nusserwanjee Cama and H. R. Cormack, who retired by rotation, but were eligible for re-election; and to appoint auditors and fix their remuneration. Mr. H. R. Cormack was called to the chair.

The notice convening the meeting and the directors' report were read.

Mr. A. J. Macdonald, of the firm of Sir Charles Forbes and Co., in answer to a shareholder, described the additional advantages to be in future derived by the company, especially those expected to follow the formation of a railway siding on the company's property, and the way in which it was proposed to carry into effect the proposed undertaking.

Resolutions were then unanimously passed that the directors' report and balance sheet, with the profit and loss account to 31st May 1871, be received and adopted; that the balance of profit, Rs. 5,847, be carried forward to the profit and loss account for the current year; that Messrs. Cursetjee Nusserwanjee Cama and H. R. Cormack be re-elected directors; and that Messrs. S. W. Read and Motiram Bhagoobhoy be elected auditors at a remuneration of Rs. 150 each.

The meeting then separated.

AN OFFICER OF THE HIGH COURT CHARGED WITH ASSAULT.

AT the Fort Police Court yesterday, before Mr. Connon, Chief Magistrate, Mr. Robert Hastings, the High Court keeper and crier, appeared to answer a charge of assault preferred against him by Rama Pandoo, a Sheriff's peon. Mr. Winter (of Messrs. Keir, Prescot and Winter,) solicitor, instructed by Mr. Malins, Deputy Sheriff, appeared on behalf of the peon.

Mr. Winter stated the facts of the case. On the morning of the 5th instant, about half-past 7 o'clock, he said, Mr. Hastings came down to the Deputy Sheriff's office, and without saying a word struck with a stick the complainant, who was then sweeping the office, and told him to leave the office. He declined to do so, stating that he was on guard at the time. The defendant went to his office and in a short time returned with a puttawalla to the Sheriff's office, and asked the complainant what his name was. Complainant, who was at this time sitting on a bench, said that he was on his guard. Mr. Hastings thereupon gave him several blows and told him to go away. Mr. Winter regretted that the case was not settled out of Court.

The Magistrate remarked that it was a pity the case was not amicably settled, and asked where the assault took place?

Mr. Winter—In the compound.

The Magistrate said that he had seen Mr. Hastings last week and the case was postponed.

Mr. Winter—There was no offer of settlement from Mr. Hastings.

Mr. Hastings said that he had a conversation with Mr. Farran, the Prothonotary of the High Court, about the settlement of the case, and that Mr. Malins was the instigator of the prosecution. He (Mr. Hastings) spoke yesterday to his friend, Mr. Ballajee Pandoorung, interpreter of the High Court, about this case, and he told him that he would speak to Dr. Bhau Dajee, the Sheriff, so as to bring about an amicable settlement.

Rama Pandoo said—I am a peon in the employ of the Sheriff of Bombay. I recollect the morning of the 15th June. That day, about 7-15 a.m., I was sweeping the office as usual. Defendant came there and without saying a word struck me with a stick on my back. I commenced to cry. My comrade Mahomed came there. He asked me what was the matter. I told him the defendant struck me. I asked defendant what made him to strike me. He turned me out of the front door. I went round the office and sat at the other door. Defendant came there and asked my and my comrade's name. While I was sitting on the bench he told me to go away. I said I was on my guard, and was responsible for the treasury. He thereupon gave me ten or twelve blows on several parts of my body. I then called for the assistance of the police. Defendant again told me to go away. I said I was responsible for the office. He made me over to the police and gave me a blow in the presence of a policeman. I saw a policeman doing duty at the gate of the Dockyard and I asked him to be a witness to the assault. The sepoy, No. 11, took me to a European constable. The constable asked me what was the matter. I have been in the employ of the Sheriff for the last two months and a half. I did not know who the defendant was.

The Magistrate—Do you know him now?

Witness—I do not.

Cross-examined by the defendant—I was sweeping near the door, not outside the office.

The Magistrate—Did he give you any order?

Witness—He did not say any thing.

Mr. Hastings—Did not I tell you to take away the dirt?

Witness—You did not. I did not ask you who you were.

Mr. Hastings—Did I not say that I was the Court keeper?

Witness—You did not.

Mr. Hastings—Did you not say "you are not my master?"

Witness—No.

Mr. Hastings—Did not I catch hold of your arms, and you sang out "Mahomed, Mahomed?"

Witness—No. Mahomed was not there. Mahomed was inside. You struck me with a stick which you carry about. The stick is an inch and a half in diameter. I swear that you struck me with the stick in the presence of Mahomed. You struck me in the front part of the office. You had a pocket book in your hand and you took down my name. You never told me to take out the sweepings.

Mr. Hastings—Do you mean to swear that you had no knowledge who I was?

Witness—I was employed in the Sheriff's office on the 15th May.

The Magistrate to Mr. Winter—There was no doubt that Mr. Hastings had no business to go to the Sheriff's office.

His Worship to complainant—Do you know who Mr. Hastings is.

Complainant—No.

The Magistrate—You are a very stupid fellow. You ought to have known him long before.

Mr. Winter—There is no vindictiveness. If Mr. Hastings offers an apology to the Deputy Sheriff or the peon there will be an end of the case.

Mr. Hastings—I will never offer an apology either to the Deputy Sheriff or to the peon.

The Magistrate—This is an affair which ought to have been settled out of Court. I have known Mr. Hastings for a long time, and should say that he had done his duty well. In this instance in his endeavours to keep the place clean he no doubt lost his temper. But there can be no doubt that the complainant was insolent.

Mr. Hastings—I deny that I ever struck the peon with a stick. I heard this man bawling out for the sweeper and I looked out of my window and saw him sweeping the office sweepings into the compound of the Court. I went down and told him to take them away and not to sweep them there. He asked me, "Who are you?" I told him, "Don't you know I am Court keeper?" and he answered, "You are not my master." As he refused to take the dirt away I put him off the premises. I most emphatically deny that I ever struck the peon with a stick. Mr. Malins is the instigator of this case. He has come into the Court to give instructions to the gentleman who conducts the prosecutor's case. During the month of May I brought the conduct of the sepoys to the notice of Mr. Malins, and it is on account of this and other irregularities of the sepoys that they have persistently put my authority to defiance—instigated by Mr. Malins, the Deputy Sheriff.

Mr. Winter—What need is there to pass such observations regarding Mr. Malins? This seems quite unfair.

The Magistrate—Well, Mr. Hastings, you had no right to go in the Sheriff's office.

Mr. Hastings—I bow to your Worship's decision.

Mr. Winter—The case is nearly proved already.

The Magistrate—You were a little wrong, Mr. Hastings.

Mr. Hastings—I was.

The Magistrate—Will you not express your regret for that?

Mr. Hastings—I leave the case entirely in your Worship's hands.

Mr. Winter—He must give an unqualified apology to the Sheriff and some compensation to the peon.

The Magistrate—Mr. Hastings does admit that he was wrong.

Mr. Winter here said that the peon did not know Mr. Hastings at all. He was employed on the 15th of May, and was during the vacation at Mr. Malins' bungalow.

The Magistrate—The peon was really impudent, when he said to Mr. Hastings "toom kon hai?" (who are you?) Mr. Hastings says that he was wrong and would apologize to the Sheriff.

Mr. Hastings—Yes, to Dr. Bhau Dajee, the Sheriff.

The Magistrate said that he disposed of the case on Mr. Hastings admitting that he was at fault and saying that he would apologize to the Sheriff. Mr. Malins was perfectly right in bringing the case here.

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KAIRA COLLECTORATE.

We learn from the weather report of the Kaira collectorate, for the fortnight ending 15th June, that ploughing operations have been commenced. In some of the talookas codra crop had been sown. The weather was hot. The public health was good. Cattle were reported to be free from disease.

A SUIT FOR THE PARTITION OF PROPERTY.

At the High Court on Monday last, Sir Charles Sargent gave judgment in the case of Ramchunder Dwarkajee vs. Succaram Moroba and others. The suit was instituted by the plaintiff against the defendants as the sons, widow, and brother, the sole legal representatives of Moroba Jugonnathjee, praying for a decree for partition of two oarts, purchased by the plaintiff and Moroba Juggonnathjee out of their partnership moneys, and that the defendants may be decreed to pay to the plaintiff the sum of Rs. 4,121 for equalisation of partition. In case the defendants refused to make such payment, then the oarts might be decreed to be sold under the directions of the Court, and that one moiety of the proceeds of the sale be ordered to be paid to the plaintiff, and the other moiety to the defendants, and that the rents and profits of each oart be equally distributed, &c. Mr. Mayhew and Mr. Farran, instructed by Messrs. Leathes and Crawford, appeared for the plaintiff ; and Mr. Marriott and Mr. Macpherson, instructed by Messrs. Dhondoo S. Gharud, for the defendants.

Mr. Mayhew, on the first day of the hearing of the suit, which was heard on the 13th and 16th inst., read the plaint, which was in substance as follows :—The plaintiff brings this suit against the defendants to have a partition made of the property hereafter mentioned. The plaintiff and one Moroba Juggonnathjee, deceased, purchased out of moneys equally belonging to them, in the year 1862, one oart at Mahim, containing 5,925 square yards, and bounded on the east by the public road, on the west by the oart of Sebastian de Almeida, on the north by the public road, and on the south by the oart belonging to the Portuguese church of Coorla, and the same was conveyed to the plaintiff and Moroba Juggonnathjee by a deed, dated the 6th June 1862. The plaintiff and Moroba Juggonnathjee, deceased, also purchased out of moneys equally belonging to them in the year 1862 another oart at Mahim, containing 9,518-8-9 square yards, and bounded on the east by a public passage, on the west by the public road, on the north partly by the oart of Thomas de Oliveira and partly by an oart of Morobo Trimbuckjee, and on the south by a public passage, and the same was conveyed to plaintiff and Moroba Juggonnathjee by a deed, dated the 6th June 1862. The plaintiff and Moroba Juggonnathjee shortly after the said purchases agreed to divide between themselves the said oarts. Moroba Juggonnathjee entered into the possession of the oart containing 9,518-8-9 square yards, and received the rents and profits thereof, and the plaintiff entered into the possession of the oart containing 5,925 square yards, and received the rents and profits thereof, and it was agreed that Moroba Juggonnathjee should pay to plaintiff a sum of money to equalize the partition. Moroba Juggonnathjee died in the month of December 1869, without having paid to the plaintiff any sum of money to equalize the partition according to the aforesaid agreement, although frequent demands were made by the plaintiff for such payment. Moroba died intestate, leaving two sons, Succaram Moroba, Narayen Moroba, a widow, Godavreebai, and a brother, Trimbuck Juggonathjee, and the said several persons are defendants to this suit. The plaintiff insists that the defendants ought to be decreed to pay to the plaintiff the sum of Rs. 4,121-2 for equality of partition, or, in default, that the said oarts ought to be partitioned between the plaintiff and defendants under the decree of this honorable Court by a sale thereof and division of the proceeds of sale between the plaintiff and defendants, and that the defendants ought to be decreed to account for the rents and profits received by Moroba Juggonnathjee in his life-time, and by the said defendants since his decease, the plaintiff being ready and willing to account for the rents and profits received by him in the premises. The plaintiff therefore prays—That it may be declared by the decree of this honorable Court that the said oarts ought to be partitioned between the plaintiff and defendants. That the defendants may be decreed to pay to the plaintiff the sum of Rs. 4,121-2 for equality of partition. That in case the defendants shall refuse to make such payment, then that the said oarts may be decreed to be sold by and under the directions of this honorable Court, and that one moiety of the proceeds of the sale may be ordered to be paid to the plaintiff and the other moiety to the defendants. That the defendants may be ordered to account for the rents and profits received by Moroba Juggonnathjee in his life-time, and by the defendants since his decease in respect of the oart taken possession of by the said Moroba Juggonnathjee, deceased, the plaintiff being ready and willing to account for the rents and profits received by him in respect of the oart taken possession of by the plaintiff, and that the plaintiff may be declared entitled to one moiety of the rents and profits of both the said oarts, and that the defendants may be declared entitled to the other moiety of the said rents and profits. That the defendants may be ordered to pay the costs of this suit. That the plaintiff may have such further and other relief as to this honorable Court shall seem fit.

The writen statement, put in for the defendants, was as follows :—The defendants say that the claim of the plaintiff for equality of partition in the plaint mentioned was satisfied by Moroba Juggonnathjee in his life-time. The defendants further say that all claim by the plaintiff against the defendants for equality of partition is barred by the law of limitation. The defendants lastly say that the plaintiff and the said Moroba Juggonnathjee in his life-time carried on business as general contractors at Bombay in partnership, and that the accounts of such partnership business, if duly taken, will shew that the plaintiff is indebted, on account of such partnership business, in a sum larger than that claimed in the plaint, to the defendants as representatives of the said Moroba Juggonnathjee. The defendants pray that the said accounts may be taken by and under the direction of the Court. The defendants annex official translations of two Marathee documents having reference to the partition between the plaintiff and the said Moroba Juggonnathjee, of the oarts in the plaint mentioned. The defendants deny that the plaintiff is entitled to the relief claimed in the plaint.

Sir Charles Sargent, in giving judgment, briefly stated the facts of the case. The plaintiff and defendant agreed to purchase the two oarts with the partnership funds, and some time after they agreed to divide the oarts. They drew lots, and the larger oart fell to the lot of the defendant, although it was clear neither party had a right to claim division till the accounts were taken. The defendant, therefore, became liable to pay a sum of money to the plaintiff, so as to equalise the partition. The plaintiff now prayed that "the defendants might be decreed to pay to him the sum of Rs. 4,121, for equality of partition, or, in default, that the said oarts ought to be partitioned between the plaintiff and defendants under the decree of this honorable Court by a sale thereof, and a division of the proceeds of sale between the plaintiff and defendants ; and that the defendants ought to be decreed to account for the rents and profits received by the said Moroba Juggonnathjee in his life-time, and by the said defendants since his decease," &c. Assuming that there was an agreement to divide, this was an action for breach of a contract, and it fell within clause 9, section 1, of the Limitation Statute, and was, therefore, barred. It was contended by Mr. Mayhew, that the claim was not merely for the payment of money, but also to have the property divided. The only result would be, if they abandoned the contract, that the oarts would go back to the partnership funds. The fact of the payment not having been made, did not entitle the plaintiff to consider the agreement at an end. His Lordship considered that, as far as the plaint prayed for the payment, the claim was barred ; and it was accordingly dismissed with costs.

A CURIOUS MISTAKE.

Mr. Farran here brought to the notice of the Court that the agreement was dated October 1865, that the suit was filed within three years, and that the claim was not barred.

Mr. Macpherson said it was too late for his learned friend to raise the objection. The fact was as he stated, but the document could not now be put in.

The Judge—Well, I don't know why it was that the document was not put in.

Mr. Macpherson said his friend had no right to speak upon the point now. An indulgence would cease to be a virtue, if granted at such a stage of the proceedings. The date of the document was frequently and openly stated in Court ; and no point having been raised, the defendant was now entitled to a decree.

The Judge said there were counsel present on behalf of the plaintiff at the hearing.

Mr. Macpherson remarked that his learned friends were urged to put in the document ; they consulted ; and then decided not to put it in.

Mr. Farran asked the Court to take a note that he tendered the document before judgment.

The Judge observed he would, in that case, have also to note that he urged the counsel at the hearing to put it in, but it was not put in. His Lordship said it was to be regretted it was not put in ; and he did not understand why it was not put in, because everything turned upon that document. He must now dismiss the suit with costs.

THE TURKISH EXPEDITION AGAINST THE ASSEERES.

The following letters, reporting the operations of the Turkish forces against the Asserees, have been placed at the disposal of the press :—

The following is a letter from P. Sourian, Esq., H. M.'s Acting Consul and British Agent, Jedda, to Major General Sir E. L. Russell, K.C.S.I., Political Resident, Aden, dated Jeddah, 14th December 1870 :

Sir,—I have the honour to report to you that it was ascertained by the local authorities here that the independent tribes of Asyr, whose territory lies between the province of the Hedjaz and that of the Yemen, have, after invading the latter province with a force supposed to be of about 30,000 Irregulars, attacked Hodeida on the night of the 30th of November last, and have been repulsed with a great loss by the Turkish troops of that province, about 2,000 in number, who have assembled in the said town to defend it.

I further beg leave to inform you that a great portion of the regiment of the Hedjaz, some artillery and cavalry, eight hundred and fifty in all, with two hundred horses and four cannons, were the day before yesterday and this morning despatched from this port to Hodeida by the Egyptian and British steamers Zagazig and Sir Bartle Frere.—I have, &c.,

P. Sourian,
H. M.'s Acting Consul and British Agent.

Letter from R. G. C. Westbrook, commanding H. M. S. Sind, B. M., to the Political Resident, Aden, dated 23rd December 1870.

Sir,—With reference to my late trip I have the honour to report as follows : I thought it more prudent to go into Hodeida. Arrived there about noon ; in consequence of the heavy weather could not communicate until next day, when we learnt that the Arabs had attacked the town about midnight of the 30th November after a desperate fight lasting till noon next day. They were repulsed with a loss of about 400 killed and a much greater number wounded. About 30 of the Turks were killed ; many wounded.

Understanding that the British subjects had fled to Camaran and Ras Mujamila, but that they were slowly returning, I proceeded next morning to Mujamila, but the greater number had fled. I picked up six and returned with them to Hodeida. * * * * The British subjects having begged that I would remain until they could get their treasure on board * * * * I did not leave Hodeida till 10 A.M. of the 21st. * * * *

The steamer Sir Bartle Frere arrived at Hodeida during my stay. She had brought back the Pasha's family from Jedda and some Bashi-bazouks. Another steamer was also at Hodeida, landing cavalry. The total number of troops amount to about 1,800.—I have, &c.,

R. G. C. Westbrook,
Commanding H. M. S. Sind, B. M.

Extract para. 1. from a letter from the Political Resident at Aden, dated 27th January 1871.

Para. 1.—The latest news regarding the proceedings of the Turks in Yemen is that 600 troops under Ahmed Pasha arrived lately at Hodeida, but only remained there a few days. Some empty steamers have been despatched from Jedda, which conveyed the troops to Roufidah. Mahomed Redeef Pasha, who has been invested with the chief command during the operations against the Asserees, has arrived at Jedda with 14,000 troops, and will proceed by sea to Roufidah. He has issued a proclamation which has been extensively circulated through Yemen, and of which some copies have reached Aden. The gist of this proclamation, which is dated 15th Shawwal (8th January) is to the effect that in A. H. 1282 (five years ago) Mahomed bin Acidh, chief of the Asserees, was anxious to excite rebellion and bad feeling amongst the Bedamee against the Turkish Government, but that on his expressing contrition for his offences, he was not only pardoned but was advanced by the Sultan to the dignity of a Pasha. That after two years he returned to his old courses, and it became apparent that he was meditating another attack, and that he has attached to himself all the lawless and disaffected people in Yemen, whence it has become necessary to punish, and, if possible, to capture him. The Pasha of Hodeida, Mahomed Ali, left that town some days ago with the troops under his command, and proceeded to Bajil to punish the chief of that place, Hamood bin Ali Humuda, who was supposed to have afforded assistance to the Asserees in their recent attack. A penalty of 40,000 dollars was exacted from him. The Pasha then went on to Jebel Mulhan to punish some rebellious Bedaween in the neighbourhood of that place. Before leaving Hodeida he has requested that he might be furnished with reinforcements from Ahmed Pasha's army to the extent of 200 riflemen, but the Pasha was unable to comply with the demand without reference to Mahomed Redeef Pasha. Under instructions from the latter, Mahomed Ali Pasha has returned to Hodeida.

A vessel has left Hodeida with 200 troops on board, a portion of whom were landed at Mocha. She then proceeded to Bunder Sheik Saeed and landed 40 soldiers. She is waiting at that port for coal which, under telegraphic instructions from Baghdad, is to be supplied by Hassan Ali, one of the principal merchants at Aden.

Although the operations of the Turks are ostensibly directed against the Asserees only, considerable alarm exists as to the real object of so many troops having been landed in Yemen, and their movements are being watched with much distrust and suspicion by all the tribes of the province.

From the Political Resident, Aden, to the Secretary to Government, Bombay, dated 27th April 1871.

Sir,—I have the honour to forward a précis of the official report of Mahomed Redeef Pasha, commanding the Turkish forces in Yemen, giving an account of his late operations against the Asserees. This report was read aloud to the garrison and inhabitants of Hodeida, and a translation in Arabic was forwarded by a merchant of that place to Aden.

2. News has been received here of a later date than the above, and up to the 27th Mohurrum (18th April) the intelligence of Mahomed Redeef Pasha's successes has been confirmed, and it is stated that Raida, the principal town of the Asserees, has been invested, and that Mahomed bin Acidh, the Asseree chief, who is in that fort, has written to his representative at Subuja to inform him that the Turks had captured Assooka. He urges the Governor of Subuja to hold the place and to use his utmost endeavours to prevent it from falling into the hands of the Turks ; but he seems to fear that this is a probable contingency, as there appear to be dissensions amongst the Asserees. Redeef Pasha has ordered a brigade which has been quartered near Roufidah to proceed to Shukaik and thence to Raids, and to join his own forces at the latter place. This is a plain between Shukaik and Raida, presenting no difficulties for troops. Other accounts state that the Turkish losses have been larger than has been represented.

3. The town of Raida, in which Mahomed bin Acidh is reported to have taken refuge with 600 men, is nearly due east from Roufidah, about 70 miles distant in a direct line, but the road is rugged and difficult for troops. Abha is thirty miles S. E. of Raida, situated in a hilly country. Assooka is about half way between Raida and Abha.—I have, &c.,

C. W. Tremenheere,
Major-General, Resident.

Substance of the Report made by Redeef Pasha, commanding the Turkish forces in Yemen.

The troops started from Mahail on Tuesday, the 22nd Zul-hijja (13th March)—six regiments composed the force. On the road to the Assur hills two parties were met, consisting of 500 men each. Their intention was to prevent the army from going into the hills, but at the first onset of the Turkish troops they retreated with the loss of 15 men. On the side of the Turks one yuzbashi (captain) and one soldier were wounded. From Mahail, the army had to pass a defile named Akaba Lama, and from this defile to the Assur hills was a march of fourteen hours. To ascend a hill on the other side of the defile occupied four hours, so altogether eighteen hours were taken up in marching. The troops of the Asserees were visible below. Six Butucks were ordered to proceed against them, but within half an hour the enemy retreated with the loss of 30 men, and it was stated that two of their chiefs, named Kasadee and Ali-bin-mahee, with 40 men, were wounded. On the Turkish side two men were killed, and yuzbashi and one man wounded. On the 29th it was reported that Mahomed bin Acidh had fled to Assooka, and six regiments were ordered to advance against him. At noon they arrived at the fort and took possession of the outlying works, in which garrisons were placed. An engagement at once commenced, and a quarter of an hour afterwards three regiments were ordered to advance. They assaulted the fort under a bombardment, which set the citadel on fire, and it fell, burying its defender beneath it. When Mahomed bin Acidh saw this and the precision of the Turkish fire, he concluded it was no use remaining there any longer, and deserting the fort he fled. Eighty men were destroyed in the defence of the place, and on the side of the Turks a yuzbashi and 5 men were killed, and a yuzbashi, mulazim (lieutenant), and 18 men wounded. Within six hours of beginning the attack the fort was in the hands of the troops, with all its stores and provisions. It was stated that Mahomed bin Acidh had fled to Hafoor and had collected all his forces, taking possession of a strong fort, and placing three guns in defence. The next day this fort was attacked, but it was at once abandoned and its defenders fled, leaving behind them all their munitions of war and provisions. Some guns, hats, and coats of mail were obtained as booty. The Asserees retreated to their hills, pursued by th Turkish troops, and ten of them fell ; whilst not a drop of blood was lost on the side of the Turks. The next day three regiments were placed as a garrison in Sooka and four others went to Abha, two hours distant. On their arrival the garrison of Abha fled, leaving everything behind them. The place was entered and taken possession of without resistance. In Abha was a large powder factory, which was seized, together with a large amount of provisions. Two guns and a mortar were also found, and many tents.

(Condensed from the original.)

W. F. Prideaux,
Assistant Resident.

From the Political Resident, Aden, to the Secretary to Government Bombay, dated Aden, 17th May 1871.

Sir,—I have the honour to forward, in continuation of my letter dated the 27th April last, a report of Mahomed Redeef Pasha's latest operations against the Asserees.

After Mahomed Redeef Pasha had taken Sooka, orders were received by a portion of the force to proceed from Roufidah to Shukaik and thence to Raida. Four regiments proceeded by sea to Shukaik, and marched to Raida with some pieces of ordnance. The journey was difficult, and it was a work of toil to convey the guns. The force arrived before Raida on the 17th April, but could only place one gun in position. The Asserees fired on the troops from Raida, and the fire was returned from this gun, from which a great number of rounds were fired that day. At night the Turks approached nearer to the fort, and this gun having been brought up, the bombardment re-commenced on the following day. Mahomed bin Acidh had previously thrown up a battery which caused the Turkish troops loss, so at night certain Butucks were ordered to take this work by assault. This was effected with complete success and with considerable loss on the part of the Asserees in killed and prisoners. All the stores within the battery were captured. Next day cannonading was kept up by the Turks from two guns. Great injury was done to the houses in the town. On the 4th May Mahomed bin Acidh was attacked in force. It is said he raised a flag of truce on the fort, and if this be so, the troops did not see it, or if they did, it was impossible to restrain them at the time. Mahomed bin Acidh, with his brother, Saeed bin Acidh, and a number of his principal chiefs, were killed fighting hand to hand, together with a considerable number of men, whilst a large body of chiefs and others were taken prisoners. Among them was Abd-ur Rahman bin Mahomed bin Mufareh, a celebrated chief, and Mahomed bin Lahak. These were sent to Constantinople in a steamer. The spoils captured by the Turkish troops were considerable : arms, horses, provisions, treasure, and powder. On the side of the Turks only a few men were killed and wounded in the action, but by the explosion of the powder subsequently a party of men were blown up. By the capture of Raida the war is nearly at an end, but Redeef Pasha has sent troops against the Beni Shebe as also against the Rijjal-al-ma-à and the Subuja and Musleeh.

The letter giving the above news is dated from Hodeida. It also mentions the projected construction of a railway between Jedda and Mecca.—I have, &c.,

(Sd.) C. W. Tremenheere,
Major-General, Political Resident, Aden.

Extract paras. 1 and 4 from a letter from the Political Resident, Aden, dated 2nd December 1870.

Para. 1.—I have the honour to report that the Asserees have taken Aba Arish and attacked Ghusan, but were repulsed and moved from it towards Hodeida * * Writes that the merchants at Hodeida have removed their goods and property * * * * *

Para. 4.—It is possible the Asserees may succeed in the capture of Hodeida, as they are a powerful tribe, and are said to have guns. The Turkish troops are not, I believe, very numerous, and the Arabs of the district * * * * are dissatisfied and disaffected, and, I believe, will join or have joined the Asseeries.

GREAT INDIAN PENINSULA RAILWAY.

Statement of Traffic, Week ending 17th June 1871.

Open 1,274 Miles.	Rs.	a.	p.
Coaching	77,946	0	4
Merchandize	267,154	3	1
Electric Telegraph	995	8	0
Earth Trains	3,476	0	0
Total Rs.	349,571	11	5
Corresponding week last year open 1,184½ miles ......Total Rs.	418,838	1	0
Decrease	69,266	5	7

THE CALCUTTA MEDICAL COLLEGE HOSPITAL.

The Lieutenant-Governor visited the Medical College Hospital, Calcutta, on Tuesday evening. His Honor was received by Dr. Norman Chevers, the Principal of the College, and the Physicians and Surgeons of the hospital.

In mentioning His Honor's visit, the *Englishman* takes the opportunity to say—"We believe the question of providing a new hospital on approved principles is now before the Government, and we trust it argues well for the success of the project that, before coming to a conclusion, the head of the local Government has determined to examine the present hospital building himself. Under any scheme, the wants of the college authorities cannot be adequately met without a considerable pecuniary outlay. And as from what we have heard and read on the subject, there can be no doubt as to the imperative necessity for the construction of separate hospitals for medical, surgical, midwifery, and ophthalmic cases of disease, no penny-wise and pound-foolish system of cheese-paring should be permitted to interfere with the construction of the pattern and model hospitals so frequently demanded and urged on the Government by the medical authorities of the hospital."

"THE ROAMING HOTEL KEEPER."

Mr. Thomas Gaynor writes as follows to the *Daily Examiner* :—

Permit me to convey through the same journal that yesterday gave local circulation to the sensational extract from the Bombay papers, headed as above, to convey my thanks to all concerned therein. First to the Reporter, and next to Vincent Thomas, who was a barman of mine, and evidently on great terms with Mrs. G., who told him I dare not go to England.

Now for the Parsee. I bought the table from him for Rs. 1,200, believing it to be a good one. I found, however, on putting it up, after the promissory note had been signed, that it would not suit me. I therefore sold the table for Rs. 600 and offered him Rs. 400 more, Rs. 1,000 in all. This he refused to accept. He would have his pound of flesh. I will still keep my word and give him the Rs. 1,000.

The third parties claiming the public's admiration as well as my good wishes are those who have accepted Rs. 150 as a fee, and left my case undefended.

It these are not hard lines I don't know what are.

THE CULTIVATION OF TAPIOCA IN THE MADRAS PRESIDENCY.

His Highness the First Prince of Travancore has addressed a letter to the Madras Government on the importance of introducing and extending the cultivation of the manioc or tapioca plant in the Madras Presidency. "Some twenty years ago," writes His Highness, "the manioc was scarcely cultivated even in Travancore, but of late years its cultivation has been very rapidly extending. A large tract of undulating land between the great forests fringing the ghauts on one side and the sea-coast on the other, is formed of hard laterite soil little fit for cultivation, excepting the valleys which intersect them, and overgrown with stunted vegetation. These hill-sides are fast becoming green with manioc plantations carried on principally by the peasant population. Limited as the cultivation of manioc is even in Travancore, it has, I am convinced, amply shown that, in the case and cheapness of production, in the abundance of yield, in its adaptability to almost any soil, in its almost entire independence on the seasons and on water-supply, in its nourishing quality as an article of diet, this stands behind no other agricultural product known in India. While rice will meet the necessities of the higher and middle classes, the manioc is, one may reasonably believe, destined to a great extent to become for the poor classes of India what the potato is in Ireland, what the bread-fruit is in Java and other islands in the Indian Archipelago, and what the date palm is in Arabia."

After describing the process of cultivation and of preparing the tubers for food, His Highness thus sums up the advantages of the cultivation of the manioc. (1). It grows in almost any soil ; (2), the labour required for its cultivation is comparatively small, and of the simplest sort ; (3), except during the first month or two, its growth is almost independent of rain-fall or irrigation ; (4), its productiveness is decidedly larger than that of any other article coming under *dry cultivation*; (5), the mode of preparing it for the market or for domestic consumption is simple ; (6), the dietic nature of it is excellent. The Government in their order write that they highly appreciate His Highness's enlightened wish to extend the cultivation of the tapioca plant which is said to succeed so well in the poorer soils of Travancore, and to be so acceptable as an article of food. The Collector of Tinnevelly and the committee at the Sydapett farm have been instructed to make experiments of the cuttings which His Higness very liberally offers to transmit, and report the result in due course.—*Madras Mail.*

A NOVEL SUBSTITUTE FOR THE INCOME-TAX.

The *Englishman* says—The opponents of the income-tax have often been charged with a poverty of invention in not recommending other modes of taxation, and have replied that it was the duty of the Finance Minister to invent taxes. We have always been strenuous opponents of the income-tax, but we are ready on this occasion to make a suggestion—not an original one—to Sir R. Temple for his next budget. Let a tax be imposed upon cats (!) It has been seriously suggested in England, and any one who is unfortunate enough to occupy premises with a large number of godowns adjoining a large open space protected from the intrusion of the public, will at once see how applicable it is to India. Five shillings per cat is estimated to produce four million pounds a year in England. One rupee per cat would produce nearly one million in Calcutta alone.

THE WRONGS OF ABYSSINIAN EMBASSIES.

The wrongs to which the last Abyssinian embassy has been subjected, and the mistakes which led to the late war, remind us that misfortune seems for a long time to have pertinaciously beset the efforts of this obscure kingdom to establish relations with the outer world. In the time of Aurangzeb, the King of Abyssinia despatched an embassy to the Court of Delhi. Ivory, zebras, slaves and civet were the presents which they carried to propitiate the Great Mogul. But destiny as usual was bent upon their discomfiture. First the zebras and the greater part of the slaves died ; then Sivaji stripped them of everything but the skin of one of the former, the empty horn which once had contained the civet, and the ugliest of the slaves. When at last they reached Delhi, they were so destitute that they could not afford to bribe the courtiers to procure them that audience which their condition scarcely seemed to claim for them ; and it was only through the influence of Bernier, who was then in high honour at Court, that they were admitted to the royal presence. —*Englishman.*

IRRIGATION IN THE NORTH-WESTERN PROVINCES.

The following statement of the irrigation operations in the North-Western Provinces during the "fusl kurreef" of 1870-71 has been published in the North-Western Provinces *Gazette* :—

The areas irrigated in the fusl khurreef of the three past years are as follow—

	Acres.
1868-69	484,198
1869-70	501,624
1870-71	398,15

In the khurreef of 1869-70, the rain-fall, though far greater in quantity than that in 1868-69, a season of drought, was still fitful and uncertain, and hence the area irrigated during it was greater even than that in the unprecedented season of 1868-69, as is shown by the figures above. But at the close of 1869-70 the country was again blessed with abundant and favourable rain-fall. The khurreef of 1870-71, was entirely of this character, as will be seen on a reference to statement A 3. The rains set in early, and were very abundant and favourably distributed. The area irrigated in the past khurreef for the whole provinces shows a decrease of 103,472 acres as compared with that of 1869-70, the highest ever known, and 86,046 acres compared with that of 1868-69. Of this decrease, 75,000 acres belong to the Ganges Canal and 21,000 acres to the Eastern Jumna Canal. The districts in which the diminution mainly took place are those of the Meerut division. In the drier districts of the Agra division the irrigation fell but little.

The crops on which the decrease chiefly occurred, are as follows—

	Acres.
Rice	21,000
Inferior grains	50,000
Fodder crops	8,000
Cotton	21,000

The heavy rain-fall accounts for the decrease under rice.

The great fall in the irrigated area of the inferior grains confirms the remark made on the returns for 1869-70, that "farmers do not at present find it answer to irrigate inferior crop save in a year of scarcity." The season was an eminently favourable one for the cotton crops, which did not therefore stand in need of artificial irrigation.

INDIAN ITEMS.

Road from Tadepilly to Nellacherla in Godavery District.—The Government have sanctioned an estimate amounting to Rs. 45,800, for the construction of this road.—*Madras Times.*

The New Madras Lunatic Asylum.—The Government have sanctioned a bill for Rs. 1,560, being the cost for the construction of twenty keepers' huts at the new Lunatic Asylum, Madras.—*Ibid.*

The Advocate General, Madras.—We learn that the Honorable J. B. Norton, the Advocate General, who proceeded on leave to England has applied for an extension of six months' leave.—*Ibid.*

Grants in Aid.—The Government have ruled that applications for grants-in-aid of lower class schools are to be made to Local Fund Boards. The Local Fund rules will contain provisions on the subject. Government observe that the Inspectors of Schools cannot be ubiquitous, and that their appointment to Local Fund Boards would be merely nominal in many cases. Care will be taken that as a rule an educational officer, either an Inspector or Deputy Inspector, is appointed in every case, and this the Government think sufficient. —*Ibid.*

The Weather at Cochin.—The local *Argus* states that the weather during last week was generally fine, but we have had showers of rain occasionally. "Such a break of fine weather immediately after the setting in of the S. W. Monsoon has not occurred for a long time, so far as the observation of the residents of the place goes to show."

Cinchona Bark from Bombay.—The Bombay Government have requested the local authorities to authorize Mr. Broughton, the Government Quinologist, to make an analysis of some specimens of Cinchona bark forwarded to him direct by the Superintendent of Mahableshwar on the 6th ultimo. Mr. Broughton has accordingly been ordered to carry out the wishes of the Bombay Government.—*Madras Mail.*

Apprentices for the Government Farm at Sydapett.—On the application of the President of the Government Farm, the Madras Government have sanctioned the entertainment of four youths from the Military Male Orphan Asylum at 15 rupees each per mensem, with an yearly increase of Rs. 2-8 (on condition of good behaviour) for four years, rising in all to 25 rupees per mensem in the fourth year.—*Ibid.*

The Fruits of Intemperance.—A native came by his death on Friday last by being run over by a carriage in Wellington Street, Calcutta. It appeared from enquiries made by the police, that the deceased was so helplessly drunk that he could not get out of the way, though the driver of the carriage had hailed out to him from some distance. The horse being a swift animal could not be pulled up, and the man was knocked down and run over. On being taken to the tannah he was perfectly insensible, and on being removed from there to the Medical College Hospital, partially recovered his senses, and was able to give his name, and the man died at 11 P.M. of the 16th. An inquest will be held on the body.

Roads in the Malabar District.—The Government have sanctioned estimates amounting to Rs. 18,500 for improving the road from Colengode to the Cochin frontier and constructing a new road from the Cochin frontier to Thakaythara village, and improving the old road from thence to the Mungalam bridge. The Collector of Malabar in applying for the above grant stated that it appears that owing to the bad state of the roads from the Cochin frontier to Palghaut, great inconvenience is felt by coffee-planters of the Nelliambathy Hills, who draw a large portion of their labour and supplies from Palghaut, and send down their coffee generally by Palghaut to the Coast. The Cochin Sircar has constructed a ghaut-path to the foot of the Hills, and opened a road to Vallanghy, near the frontier. The Sircar is willing to construct the line from Vallanghy to the frontier, and contribute a moiety of the cost of bridging the Kumbhlacode stream which forms the boundary.—*Ibid.*

The Bowring Testimonial.—The *Bangalore Herald* says—"We are glad to be able to inform our readers that the Bowring Testimonial Fund has at last assumed tangible proportions, and that the natives of this province have not been so entirely unmindful of our late Chief Commissioner as the general public have been led to suppose. The substantial sum of Rs. 10,000, the proceeds of the fund, is, we are informed, to be shortly handed over to the Secretary to the Literary Institute, and with this fund it is proposed to build suitable premises, calling the Institute, if Mr. Bowring does not object, after his name. Members will be enrolled from all parts of Mysore and Coorg for a Circulating Library in connection with it, and public lectures, debates, concerts, classes for special instruction, &c., it will, we trust, be possible to provide for, on a more worthy scale than can now be done. The large room will also perhaps serve the purpose of a Town Hall, and be a sort of Pantheon as well, containing portraits of the principal celebrities connected with the administration of this province.

HIGH COURT.

AN INTERESTING CASE TO THE MAHOMEDAN COMMUNITY.

GANGBAEE VS. AHMEDBHAI HUBIBHAI AND OTHERS.

The following judgment was delivered on 15th May by the Hon. Mr. Justice Green :—

This is a suit instituted by Gangbaee, widow of Noor Mahomed Datoobhai, against Ahmedbhai Hubibhai, Rahimbhai Hubibhai, and one Tharabhai Topun for the redemption of certain immoveable property situate in the island of Bombay, and consisting partly of lands, bungalows and chawls at Parell, and partly of a piece of land and house in Shamjee Hassajee Street, and comprised in indenture of mortgage, dated the 30th day of September 1867, and made between the plaintiff of the one part and the defendant Rahimbhai Hubibhai of the other part. The plaint alleges (and this was not at the hearing denied by the defendants) that the principal sum of Rs. 59,575, with interest thereon, intended to be secured by the mortgage, were moneys belonging to a partnership formerly existing but now dissolved, consisting of the first and second defendants, though the indenture of mortgage was made with the first defendant alone ; and in substance the two first defendants are the same in interest, so far as concerns the resisting of the plaintiff's suit, though they have appeared at the hearing by separate solicitors and counsel. The plaint further alleges that about a year after the execution of the mortgage, the defendant Ahmedbhai, having before then begun to press the plaintiff for repayment of the money secured by the mortgage, the plaintiff applied for and obtained the consent of the defendants Ahmedbhai and Rahimbhai to the plaint putting up for sale by public auction the property in Shamjee Hassajee Street, and that the defendants agreed to acquiesce or else to concur in the conveyance to be executed by the plaintiff to the purchaser, the plaintiff undertaking that the purchase money should be applied in payment so far as it would extend, of the principal money and interest due on the mortgage. The plaint then alleges that in pursuance of the aforesaid arrangement the plaint caused advertisements of the sale to be published in the Bombay newspapers, that afterwards by direction of both the said defendants, the day of sale was postponed from the 17th day of August to the 25th day of August 1869, and the advertisement was altered by the insertion of words stating that the sale was postponed with consent of the mortgagee, and the advertisement so altered continued to be published till the time of sale. That the sale took place on the 25th August 1869 in the presence of the defendant Rahimbhai, when the third defendant Tharabhai Topun was declared the purchaser at the sum of Rs. 47,000, and that he then paid to the auctioneer the deposit of Rs. 11,750 and executed an agreement in writing to complete the purchase. The plaint then alleges that the first and second defendants refuse to accept the residue of the said sum of Rs. 47,000, or to concur in the sale or to part with or give inspection of any of the title deeds, or to accept payment of the residue of the principal moneys and interest ; that there is now due by the plaintiff on the said mortgage the sum of Rs. 25,274-15, the plaintiff having on the 20th October 1869 paid to the defendant Ahmedbhai the sum of Rs. 53,000 towards satisfaction of the principal and interest then due, and that the plaintiff ought to be allowed credit for the sum of Rs. 53,000 and interest thereon from the day of payment, at the rate (namely, Rs. 15 per cent. per annum) charged by the mortgage deed. The plaint then alleges that the defendant Ahmedbhai now untruly pretends that the sum of Rs. 53,000 was placed in his hands by way of deposit only, and upon condition that he should not be called upon to pay interest for the sum, and not at all with reference to the mortgage, and that he refuses to accept the same in satisfaction of the mortgage debt or to repay the same except on condition of the plaintiff admitting the truth of some of his said pretences, and that both the defendants Ahmedbhai and Rahimbhai have refused to accept the tender made to them of the sum of Rs. 25,274-15, being the residue of the moneys due on the mortgage. The plaint then alleges that the conduct of the defendants Ahmedbhai and Rahimbhai has made it impossible for the plaintiff to complete the sale to the defendant Tharabhai Topun within the time specified in the agreement of sale. That the last named defendant had instituted a suit No. 69 of 1869 in this Court in Nov. 1869 against the plaintiff for specific performance of the agreement of sale, which the plaintiff was obliged to compromise by undertaking to perform the agreement on or before the 10th November 1870, by which means and by reason of the actings and defaults of the defendants Ahmedbhai and Rahimbhai, the plaintiff had been put to great pecuniary charge and liabilities, and lost interest on the purchase money of the Shamjee Hassajee Street property, and which charge, liabilities and damages the plaintiff estimates at Rs. 22,000, which she submits ought to be allowed her with interest in taking the account of what is due. The plaint then alleges that the defendant Tharabhai Topun is willing to accept a conveyance of the said property and to pay the residue of the purchase money. The plaint then alleges that the defendants Ahmedbhai and Rahimbhai have threatened and intended to put in force the power of sale contained in the mortgage, and intimated such intention to the plaintiff on the 8th of March 1870 in default of payment by her within one month of the principal and interest due on the mortgage, and the prayer of the plaintiff is that it may be declared that the two first named defendants were and are jointly and severally responsible unto the plaintiff for their respective actings and defaults aforesaid, and the consequential injuries and losses thence resulting unto her, and that they may be charged therewith and decreed to make good the same. (2) That she may be declared to be lawfully and equitably entitled to redeem the same mortgaged properties in this suit, and that the proper accounts may be taken with a view to such redemption (if necessary, but not otherwise), and that in taking such accounts all just allowances may be made in respect of her payments, liabilities and losses aforesaid, and of the matters in general with which the two first named defendants are charged. (3) That the same defendants, or one of them, may be decreed either to join with the plaintiff in executing to the third defendant (he submitting to accept the same and to pay what is still due from him in respect of the unpaid purchase money aforesaid) a conveyance of the said land and house in Shamjee Hassajee Street to be settled if necessary (but not otherwise) by this Court, or else to submit to a sale thereof by order and under the direction of the said Court, subject only to the said purchase deed of conveyance to be executed unto the third defendant, and that the second defendant may be restrained from exercising in any way the said power of sale. And (4) that the two first named defendants may be decreed to pay all costs and expenses occasioned by their actings and defaults aforesaid, including the costs of this suit

On the 23rd June last this Court was moved, on behalf of the plaintiff, to make absolute a rule granted by Mr. Justice Bayley on the 12th April previous, calling upon the defendant Rahimbhai to show cause why he should not be restrained until the decision of this suit from in any way exercising or attempting to exercise the power of sale contained in the indenture of mortgage of the 30th September 1867, and from advertising or in any way notifying that the property comprised in the said indenture or any part was or would be for sale, and why the said defendant should not pay the costs of and incidental to the application, and it was thereby further ordered that the said defendant Rahimbhai, should be restrained in manner aforesaid in the meantime and until the further order of this Court. A number of affidavits which had been filed in support and in opposition to the motion were read to the Court with reference to the facts in dispute between the parties ; and the counsel for the defendant Rahimbhai was proceeding with his address, when on the following day, namely, the 24th June 1870, I intimated that I was of opinion that the order should be made absolute, whereupon the argument was not continued, and an order making absolute the order of the 12th April 1870 was accordingly made, and that it was ordered that the costs of that motion and of the motion for the order *nisi* should be costs in the cause. In making this order I did not (as I intimated at the time) intend to express, and indeed without examination and cross-examination *viva voce* of the parties and their witnesses, I should have felt myself unable to form any conclusion as to the truth or otherwise of the cases respectively set up by the parties. The principle on which I proceeded was this : that whereon an interlocutory motion for an injunction, a party applying for it makes such a case as if established at the hearing of the suit will entitle him to the relief claimed, or at any rate some of it, the Court will interfere by injunction restraining other parties to the suit from doing acts, which will or may render impossible the effectual granting of such relief at the hearing. The case of Jenkins vs. Jones, 2 Giffard's Reports, p. 99, is an authority for this, that the Court will set aside a sale under a power in a mortgage deed when before the sale the principal moneys and interest due (the costs being unascertained) have been tendered to the mortgagee, and the purchaser from the mortgagee has bought with notice of such tender. In the present suit, the case alleged by the plaintiff was that she had paid Rs. 53,000 in part of the money due on the mortgage and had tendered the residue, viz., Rs. 25,274-15-0. Supposing that case to be proved at the hearing, as alleged, the Court would, I considered, have been bound to declare the plaintiff entitled to redeem and to set aside any sale which had been made under the powers, subject, of course, to the question whether the purchaser bought with notice. And as no sale was then alleged to have taken place (so that the rights and position of a third party were not concerned), I was of opinion that the mortgagee, namely, the defendant Rahimbhai, ought to be restrained from effecting a sale till the disputed questions of fact could be satisfactorily determined by the Court at the hearing of the suit, and I therefore made absolute the order of the 12th April 1870.

The defendants Ahmedbhai and Rahimbhai have filed written statements, stating in substance the same grounds of defence. The written statement of the defendant Tharabhai Topun alleges that he is a stranger to the matters alleged in the plaint, save so far as the same are mentioned in a certain agreement, dated the 28th March 1870, made between him and the plaintiff (which is the agreement of compromise of the suit No. 69 of 1869), and that he will rely at the hearing on the said agreement, and prays that he may be entitled to the benefit thereof, and that the plaintiff may be decreed to perform the same. He further asks for his costs, and that the plaintiff ought to be decreed to pay the same.

At the hearing of this suit (which commenced on the 1st December last, and lasted for many days,) the following issues were proposed on behalf of the defendant Ahmedbhai (the defendant Rahimbhai joining therein), and settled by the Court—(1) Whether the defendants Ahmedbhai and Rahimbhai, or either of them, agreed to the sale of the house and premises in Shamjee Hassajee Street, as in the plaint alleged? (2) Whether the sum of Rs. 53,000 was received by the defendant Ahmedbhai in part payment of the money secured by the mortgage in the second paragraph of the plaint mentioned? (3) Whether the moneys payable under the said indenture of mortgage were duly tendered by the plaintiff to the defendants Ahmedbhai and Rahimbhai, or either of them, before the institution of this suit? And (4) whether the plaintiff is entitled to the damages claimed, or any part thereof? The Court was not asked to raise any other issues on behalf either of the plaintiff or the two first defendants. The defendant Tharabhai Topun appeared by counsel, and stated that he had abandoned the whole contract and had nothing to do with the suit, and asked to be dismissed with his costs. The plaintiff's counsel did not consent to the application of the defendant Tharabhai Topun to be dismissed with his costs, but asked that the right of the plaintiff (if directed to pay these costs in the first instance) to recover them against the other defendants might be reserved. It was then stated that, under one of the clauses of an agreement bearing date the 28th March 1870, between Gangbaee and Tharabhai Topun (for the compromise of the suit No. 69 of 1869 above referred to, and which agreement was afterwards put in evidence, and is marked exhibit A 42,) Gangbaee had caused a notice (dated 5th November 1870, and afterwards put in evidence, and marked exhibit A 43,) to be given, rescinding that agreement of compromise. I was of opinion that even supposing the suit originally rightly constituted, in so far as Tharabhai Topun was made a party defendant thereto, yet that as plaintiff by her own act, and without any reference to the other defendants, had since the commencement of the suit removed any pretence for the necessity of the presence of that person as a party, she ought to pay his costs, and I refused to reserve the question whether she should be declared entitled to recover them over against the two remaining defendants. The defendant Tharabhai Topun having been thus dismissed from the suit, the issues between the plaintiff and the two remaining defendants, who were in truth the really litigant parties, were heard and argued.

I cannot help observing at the outset that the difficulties in this case would probably never have arisen had there not been, from some cause or other, an absence of that amicable feeling between the parties, which so potently conduces to the satisfactory transaction of business. The absence of such feeling, however, though to be regretted, ought not to operate so as to prevent a party claiming his legal rights from getting them from a Court of justice, though the Court may be of opinion that he has been somewhat overzealous and punctilious in insisting upon them, and in the present case I have attempted to arrive at a determination of the rights of the parties, keeping in view all the evidence and the law applicable to it, and without allowing myself to be influenced by the consideration of the mess and complication which have to some extent been produced by the conduct of the party for whom I consider myself bound to decide. The defendant Rahimbhai having instituted a suit in this Court (No. 92 of 1867) against the plaintiff Gangbaee on a joint and several promissory note, dated the 16th August 1865, for the sum of Rs. 51,265 (exhibit H.) made by Gangbaee and the firm of Noor Mahomed Datoobhai, Sons & Co. (a firm consisting of the plaintiff's son Fazool Noor Mahomed and one or more of his brothers) in favour of the General Financial Corporation, Limited, and of which note the defendant Rahimbhai had become indorsee, he obtained a decree in such suit, dated the 17th February 1867 (exhibit Y) against the plaintiff Gangbaee alone (the firm of Noor Mahomed Datoobhai Sons & Co. having become insolvents) for the sum of Rs. 52,142-10, principal and interest, and Rs. 503 14 for costs with further interest at 6 per cent. per annum on the amount of the decree till payment. The purchase of this promissory note was, as it was admitted at the hearing, made out of moneys belonging to the then existing firm of Ahmedbhai (consisting of the defendants Ahmed and Rahim Hubibhai) and the decree obtained thereon was held by the defendant Rahimbhai on account of such partnership. On the 26th June 1867, the solicitors for the plaintiff Rahimbhai (in suit No. 92 of 1867) write a letter (exhibit A) to the solicitors in that suit of defendant Gangbaee, pressing for satisfaction of that decree, but offering to forbear issuing execution on condition of having a mortgage for six months of sufficient landed property to secure the amount of the decree with interest at Rs. 1-6 per cent. per month, and the costs of the mortgage. After some negotiation the rate of interest was reduced to Rs. 1-4 per cent. per month, and the indenture of mortgage, dated the 30th September 1867, and made between the plaintiff Gangbaee of the one part and the defendant Rahimbhai of the other part (exhibit B), was executed by the plaintiff Gangbaee to secure the payment on the 30th January 1868 by Gangbaee to Rahimbhai, of the sum of Rs. 59,575 (therein recited to be due on the decree of the 19th February 1867) with interest at Rs. 1-4 per cent. per month till payment. The execution of this mortgage by Gangbaee appears to have been attested by her solicitor and two of her sons, viz., Rahimtoola Noor Mahomed and Hossein Noor Mahomed, and to have been acknowledged on her behalf before the Sub-Registrar on the 21st October 1867, by another son then and now her constituted attorney, viz., Fazool Noor Mahomed. The validity and operation of this mortgage, according to the tenor thereof, are not in any way impeached or in question in this suit. It is stated in evidence that the arrangement which was carried out upon the execution of this mortgage, was that the amount due to the defendant Rahimbhai upon the decree of the 19th February 1867 was written off by debiting the plaintiff Gangbaee in the books of the firm of Ahmedbhai Hubibhai and Co with the amount due on the mortgage. According to this deed, on the 30th January 1868, the sum of Rs. 59,575, with interest and costs, became due by the plaintiff to the defendant Rahimbhai, but down to the month of October 1869 it is not suggested, on the part of plaintiff, that any sum whatever was paid or offered to be paid on account either of principal and interest, though, as the witness Fazool Noor Mahomed states, the mortgagee began to press or apply for payment three or four days after the 30th January 1868, and this application is contained in the letter dated the 3rd February 1868, put in by the defendant Ahmedbhai and marked as exhibit I. In the course of the year 1869 the mortgagees having, as Fazool Mahomed states, become more pressing, and having threatened to exercise the power of sale contained in the mortgage (a right which according to the terms of that deed had long before accrued) Fazool Noor Mahomed gave instructions to Mr. Crawford, the auctioneer, to advertise for sale by auction the house in Shamjee Hassajee Street. This was accordingly done in the Bombay newspapers, the earliest paper in date containing the advertisement, being a paper dated the 3rd August 1869, and the sale being thereby announced to take place on the 17th day of that month (exhibit C.) This advertisement does not contain any reference to the fact of the sale being with the consent of the mortgagee, though according to the evidence of Fazool Noor Mahomed and Hoosein Noor Mahomed, this consent was given some time before the insertion of the first advertisement. The same witness Fazool states that, after the sale was first advertised, he had a conversation with the defendant Ahmedbhai in which the latter said that, as the advertisement did not shew the name of the mortgagee, the house would not realise so good a price as if the name of the mortgagee was mentioned. That he (Fazool Noor Mahomed) accordingly gave instructions to Mr. Crawford, and on the day after the advertisement appeared in the papers with the words added, "with the consent of the mortgagee," and he produces the paper under date the 9th August 1869 (exhibit D.) As to the date when the amended advertisement first appeared, this witness is mistaken as two papers of earlier dates, viz., the 6th and 7th August 1867 (exhibits A and B) are produced by the defendant Rahimbhai, in which the amended advertisement is contained. After this the same witness says he saw both the defendants, who said to him that the notice of sale was not sufficiently long, and that he (the witness) accordingly instructed Mr. Crawford to insert an advertisement which appeared in the papers of the 17th August 1867 (exhibit E), fixing the date of the sale for the 25th August 1857, on which day the sale took place. The sale was subject to certain conditions, and Tharabhai Topun by his son Moosa Tharabhai was declared the purchaser at the price of Rs. 47,000. The sum of Rs. 11,750 was paid as deposit by the purchaser to the auctioneer, and the purchaser by his son signed an agreement to pay the balance, Rs. 35,250, within one calendar month, and in other respects fulfil the conditions. The conditions and agreement are marked as exhibit C. I do not find the name of any person mentioned as vendor either in the advertisement or the conditions or agreement, but the sale does not profess to be by the mortgagee but with his consent, and the 10th condition provides as follows—"Rahimbhai Hubibhai, the mortgagee of the property, will join with the vendor in the conveyance. The purchaser shall submit to the vendor for her approval a draft of the conveyance, at least 15 days before the said vendor should be required to execute the same." Though the name of the vendor was not mentioned, it is evident that the vendor was in fact Gangbaee, the plaintiff. On the 27th August 1869 Messrs. Dallas & Co., on behalf of the purchaser, write a letter (exhibit A) to Messrs. Macfarlane and Co., the solicitors of Gangbaee, the vendor, that having applied to the auctioneers for an abstract of the property of Gangbaee purchased at auction, they had been referred to them (Messrs. Macfarlane and Green), and begged to be supplied with such abstract at once, and the application is renewed on the 31st August 1869 (exhibit I). These letters are answered by Gangbaee's solicitors on the 2nd September 1869 (exhibit J), that they had written to the mortgagee Rahimbhai for the deeds, and that as soon as they got them they would prepare an abstract of title. On the same day Gangbaee's solicitors had written to the defendant Rahimbhai (exhibit K), stating, "You are aware that our client Gangbaee on the 25th day of August last by your consent sold a house No. 52, Shamjee Hassajee Street, mortgaged to you some time ago with her other property," and asking defendant Rahim to send the deeds handed over at the time the mortgage was executed, a request certainly which a mortgagee could hardly be expected to comply with without his money being paid. On the 6th September 1869 the defendant Rahimbhai's solicitors reply to the letter of the 2nd September by a letter (exhibit N), stating that he did not consent to the sale of the house referred to in the letter of the 2nd September, but had no objection to send an abstract of the title deeds on the guarantee of Gangbaee's solicitors to pay the costs of preparing. It proceeds, "Our client also takes the present opportunity of reminding your client through you of our client's repeated applications for the payment of the sum of Rs. 59,575 with interest from the date of the mortgage, which sum must now be paid without further delay." On the 7th September 1869 the purchaser's solicitors again write to Gangbaee's solicitors (exhibit L), pressing the furnishing of an abstract, and asking to be put in possession, and stating his willingness to deposit the money on obtaining possession, and the conveyance would be executed at the vendor's convenience. On the 8th September 1869 Gangbaee's solicitors reply (exhibit M), stating that they had not yet got the deeds, and that their client did not wish to give up possession of the house until the completion of the purchase. On the same 8th Sept. 1869 Gangbaee's solicitors write to the solicitors of defendant Rahimbhai (exhibit P), "We are instructed to express our surprise at your client Mr. Rahimbboy Hubibbai instructing you to state that he did not consent to the sale. We are informed that he was present at the auction sale, and prior to that time the advertisements, &c., were submitted to him for his approval and were not objected to by him. We undertake to pay the costs of your sending us the abstract at once. We may say that our client will hold yours responsible for any loss she may sustain in consequence of your client's not having sent us the title deeds, as promised, to enable us to prepare the conveyance." On the 13th September 1869 the purchaser's solicitors write to Gangbaee's solicitors (exhibit Q), stating, "Our client is ready to complete, but your client has neglected to furnish us with an abstract of title to enable us to prepare the conveyance. If possession be not given at the time agreed on, our client will hold your client responsible for all loss and damage he may sustain, and will charge interest at the rate of 18 per cent. per annum on moneys deposited with Messrs. Crawford & Co. on the balance in our client's hands which is lying idle." On the same 13th September 1869 Gangbaee's solicitors write to defendant Rahimbhai's solitors (exhibit R), calling to their notice the last mentioned letter, and say, "As the delay is entirely owing to your client not having furnished us with an abstract of title, our client instructs us again to give your client (through you) notice of her intention to hold him responsible for any loss which she may sustain in consequence of your client not having sent us the title deeds as promised, and also for not furnishing us with an abstract of title, so as to enable us to prepare the necessary conveyance." Where the promise to send the title deeds is to be found, I am wholly unable to see. What the mortgagee had undertaken to do (and this I do not consider he was bound to do without his mortgage money having been tendered) was by his letter of the 6th September 1869, undertaking to furnish an abstract on his costs of preparing it being guaranteed, and this guarantee was given only on the 8th Sept., five days before the date of the letter of the 13th Sept. 1869. On the 14th September 1869 defendant Rahimbhai's solicitors write to Gangbaee's solicitors (exhibit S), in answer to the letter of the 8th September (exhibit P)—"We are instructed that no advertisements were submitted to our client for his approval before they were advertised. We are further instructed to hand you herewith copy of the deeds in our client's possession, the charges of which are Rs. 7. We are also instructed that our client will not part with the deeds unless the whole of the mortgage money with interest is paid, and if your client does not pay the same, our client will shortly advertise the other property for sale, and will hold your client responsible for any loss occasioned thereby." The defendant Rahimbhai's solicitors appear not to have sent any copy of the mortgage deed itself with the copies of other deeds sent on the 14th September, and further correspondence takes place about this, the purchaser's solicitor insisting that they were entitled not only to a copy but an attested copy and a covenant for production of the original. In answer to an application for such copy by Gangbaee's solicitors, the defendant Rahimbhai's solicitors write to them on the 30th September 1869 (exhibit X)—"We cannot advise our client to give you a copy of the mortgage, but we can give you its particulars by stating that the instrument is dated the 30th September 1867, and is executed in consideration of Rs. 59,575. Your client is of course aware that interest has accrued thereon from the 30th September 1867 up to this time." On the 14th September, the mortgagee had given clear notice that he would not part with the deeds unless the whole of the amount due on the mortgage was paid, or in other words, that he would not carry out the sale to Tharabhai Topun without being wholly paid off. Gangbaee had nothing to do, after receiving the letter of the 30th September 1867, than to cause Rs. 59,575, with subsequent interest down to date, to be tendered to the mortgagee. Had that been done, the mortgagee would have been bound to deliver up all the deeds in his possession forthwith, and to execute a reconveyance of the mortgaged property according to the directions of the mortgagee, Gangbaee. Further correspondence, however, takes place between the purchaser's solicitors and Gangbaee's solicitors, and the former on the 8th October 1869 (exhibit A 3) write threatening a suit for specific performance, unless their request for an attested copy of the mortgage deed and a covenant for production of the original were furnished within three days. On the 9th October 1869 the defendant Rahimbhai's solicitors write to the purchaser's solicitors (exhibit A 5), stating "that their client did not at all consent to have the property sold or to join in conveyance, and so was not bound to give an attested copy, much less a covenant to produce. We are also instructed that our client is going to sell the properties mortgaged to him if the whole of the mortgage money is not paid forthwith. Our client has done already what he was bound to by giving Gangbaee's solicitors the date of the mortgage deed and the amount and interest secured by it." The substance of this [illegible] communicated by the purchaser's solicitors to Gangbaee's solicitors by the letter of the [illegible] exhibit A 7), no copy of the mortgage deed having been furnished. A suit was shortly afterwards instituted in this Court by the purchaser Tharabhoy Topun against Gangbaee for specific performance of the agreement of sale of the 25th August 1869. The proceedings in that are not put in evidence, and indeed are not very material in the present one. The fulfilment of the contract between the vendor Gangbaee and the purchaser Tharabhoy Topun having thus come to a stand-still, the next fact in evidence is the payment by Fazool Noor Mahomed to the defendant Ahmedbhai, on the 20th October 1869, of the sum of Rs 53,000, the circumstances and character of which payment I shall hereafter discuss. The plaintiff contends that it was paid and received on account of the mortgage ; the defendants say it was not. On the 29th October 1869 the defendant Rahimbhai writes to plaintiff Gangbaee a letter (exhibit A 14) in which (among other things) he says, "Do you quickly pay the whole of the money appertaining to the mortgage bond. Should you not pay the same, action will be taken according to the advice which may be given. Henceforth don't you again write that you have paid me rupees. I write to you as follows You have not paid me any money in any way whatever on account of the mortgage bond." After a great deal of correspondence, in which the solicitors of Gangbaee and Rahimbhai respectively discuss the circumstances and legal consequences of the payment of the Rs. 53,000 on the 20th October 1869, and after a letter dated the 8th February 1870 (exhibit A 36) from the solicitors of defendant Rahimbhai to Gangbaee's solicitors, stating the amount due on the mortgage for principal and interest (adding the sum of Rs. 20 for registering the mortgage deed) to be Rs. 85,166-3-3, and that defendant Rahimbhai is willing to join in the conveyance of the property on being paid the amount due on the mortgage. The solicitors of Gangbaee on the 21st February 1870 write to the solicitors of the purchaser (exhibit A 30), asking them to tender to the defendant Rahimbhai or his solicitors out of the purchase money payable under the agreement of the 25th August 1869 the sum of Rs. 25,280 as the balance due on the mortgage for principal, taking credit for the Rs. 53,000 and adding Rs. 18,693-15, balance of interest up to date. This sum of Rs. 25,280-15 (or rather Rs. 25,277-9-10) was made up as appears by an account furnished to me at my request by the plaintiff's solicitors (and marked with my initials) by deducting from the principal sum of Rs. 59,575, with interest thereon at 15 per cent per annum down to the 22nd February 1870, the sum of Rs. 53,000 with interest thereon at a like rate from the 20th October 1869 till the 22nd February 1870. On the 22nd February 1870, the purchaser's solicitors write to the defendant Rahimbhai a letter (exhibit A 40) stating that at the request of Gangbaee's solicitors and on her behalf, they tendered to the said defendant the sum of Rs. 25,280. This tender appears by the endorsement on the letter to have been refused by defendant Rahimbhai, he saying "that he would not receive a less amount," meaning, I suppose, that he must have the whole amount due tendered at once. On the 23rd February 1870, Gangbaee's solicitors write to defendant Rahimbhai's solicitors (exhibit A 31), stating the fact of the tender of Rs. 25,230, and giving notice that their client considered that the interest on the mortgage had ceased, and that she would not pay more. On the 25th July 1870 the solicitors of defendant Rahimbhai write to Gangbaee's solicitors admitting that the tender had been made, but stating it was refused as insufficient, and giving notice that, if the amount of principal and interest was not paid forthwith, he would, after giving due notice, exercise the power of sale in the mortgage. This notice appears to have been given by a letter dated the 8th March 1870, a copy of which is annexed to the plaint and marked No. 59, but is not otherwise put in evidence. After this and on the 28th March 1870, the plaintiff and Tharabhai Topun entered into an agreement of that date for the settlement of the suit of Tharabhai Topun against Gangbaee (exhibit A 42). By one of the terms of this agreement it was provided that Gangbaee should complete the sale of the said hereditaments to Tharabhai Topun on or before the 10th November 1870, by giving him conveyance thereof free from incumbrances, and at that time Tharabhai Topun should pay to Gangbaee the whole or such part of the said purchase money and such interest as might be then due from him, but if Gangbaee should at that time or previously, find himself unable to complete the said sale, she was to be at liberty to rescind the contract for sale and that agreement, on giving to Tharabhai Topun one month's notice in writing of her intention to do so, and was to pay to Tharabhai Topun moneys expended by him in respect of the premises, and Rs. 2,000 as liquidated damages in respect of breach of contract. This agreement was not, so far as the evidence in the suit goes, brought to the notice of the defendants, or at any rate made with their knowledge or consent. The plaint in this suit was then filed and accepted on the 30th March 1870, and the orders nisi and absolute for an injunction against an exercise of the power of sale in the mortgage by the defendants Ahmedbhai and Rahimbhai, which have been already mentioned, were thereupon made. The first issue is whether the defendants Ahmedbhai and Rahimbhai, or either of them, agreed to the sale of the house and premises in Shamjee Hassajee Street, as in the plaint alleged, and the matter for consideration is whether these defendants or either of them consented to the sale, and if so, under what circumstances, and to what extent. The witnesses called on the part of the plaintiff in proof of such consent are Fazool Noor Mahomed and Hoosein Noor Mahomed, two of the sons of the plaintiff, and one Khan Mahomed Datoobhai, an uncle of these persons. On considering the evidence of these persons, and taking it as it stands, I am unable to see that it goes further than this—that the defendants, or one of them, said in conversation that they wanted to be paid off, and were willing that the house should be sold and the purchase money be applied in paying off the mortgage, but the evidence, in my opinion, falls short of shewing any agreement by the defendants, or either of them, to this effect—We consent to the sale of the property in Shamjee Hassajee Street by Gangbaee, and agree to concur in the conveyance of that property to the purchaser on receiving the purchase money without regard to the fact whether we receive the whole of our mortgage money or not. In my opinion the correspondence which took place before the payment of the Rs. 53,000 (and till then I cannot see any reason for the mortgagee going back from any agreement of the kind alleged, if he really made it) shews that the mortgagee distinctly repudiated having given any such consent or made any such agreement as last mentioned The witness Hoosein Noor Mahomed indeed states (though this is denied by Rahimbhai) that Fazool said Gangbaee expects to receive a large sum of money in respect of a suit on the Equity Side, and that sum is such that it would be more than sufficient to pay off your debt. The same witness says that at the second interview with the defendants to which he deposes, Fazool said, "If we were to sell the house in Shamjee Hassajee Street, you will get your money"—*i. e.*, the money due on the mortgage. Fazool Noor Mahomed also states in cross-examination that, before the house was sold, but when he cannot positively say, he told the defendants that when he received that sum he would pay it to them. If this be true, it would rather seem as if the representation made to the defendants was that the whole debt would be presently paid, whether solely by means of the money coming from the Court or partly by that means and partly by means of the proceeds of sale. Fazool states, and so does his brother Hoosein, that it was Ahmedbhai that suggested the insertion in the advertisement of the words "with the consent of the mortgagee," but in the letter of the plaintiff's solicitors of the 8th September 1869 (exhibit P), it is stated that it was Rahimbhai to whom the advertisements were submitted for approval and not objected to. The defendant Ahmedbhai denies distinctly that Fazool ever came to speak to him at all on the subject of the advertisement or the sale, and that all he knew of the sale was from seeing the advertisements which he admits he did, and that on seeing them, he sent to Rahimbhai to enquire how it was the property came to be advertised for sale. According to the evidence of the witness Hoosein, it would appear that Rahimbhai, till the day of sale, did not know that the advertisement contained the words "with the consent of the mortgagee," as he states that on the day of sale he (Rahimbhai) asked the question whether such an advertisement had been inserted. The defendant Rahimbhai says that, on seeing the advertisement, he sent for Fazool and asked him how he came to advertise the property for sale. That Fazool explained the matter by saying, "I do not intend to sell, but I intend to mortgage to some other person who wants to know the value," and that he, Rahimbhai, said if that was your real intention, I will not contradict your advertisement. He says further, "Fazool did not want me to consent to sell the property, but to put it up to auction. I did not give my consent, but I said I would not come in his way. He said nothing about my receiving the proceeds of sale in part payment of the mortgage. He said nothing about altering the form of the advertisement." This case, it is to be remembered, was set up by defendant Rahimbhai's solicitors in their letter dated the 16th February 1870 to Gangbaee's solicitors (exhibit A 29.) All that the witness Khan Mahomed Datoobhoy (on whose evidence, by the bye, for another reason I am not disposed to place much reliance) says, is that the defendants said "they had no objection to the house being sold." So far as the correspondence goes, we find that when the statement was first made in writing by Gangbaee's solicitors on the 2nd September 1869 (exhibit K), that the sale was with Rahimbhai's consent, that his solicitors on the 6th September 1869 (exhibit N) denied the statement. I am unable to see what particular interest he had in then denying the statement if, as the witnesses Fazool and Hoosein depose, he had been within a month willing and even anxious that the sale should take place. In the subsequent correspondence, we find this defendant by his solicitors, whenever the opportunity offered, as well in their letters to Gangbaee's solicitors, as to the solicitors of the purchaser, denying that he had consented to the sale or approved of the advertisement. I am unable to say that the impression produced on my mind by the witnesses Fazool and Hoosein was so favourable as to induce me to believe their evidence when contradicted, as it is by that of two witnesses, to say the least, of equal respectability and character, and where the onus lies on the party for whom the first named witnesses gave evidence to establish the affirmative. The defendant Ahmedbhai, in my opinion, gave his evidence in a careful, intelligent and ready manner, and I did not notice anything in his manner and demeanour which would lead me to distrust the truth of what he deposed to. A vast deal of evidence was given to shew that the defendant Rahimbhai was present at the sale and did not object to it. He does not deny that he was present at the close of it, and spoke to Mr. Crawford, the auctioneer, and the only question in dispute is at what particular time he arrived. Except on the question of credit it is very immaterial. He knew the property was advertised for sale, or at least was intended to be put up to sale by auction by the mortgagee, and did not take any step to publish the fact that it was without his consent ; and his presence at the sale, if proved, without making any further objection, does not shew anything more. With regard to the evidence of the witnesses as to his presence, so far as it affects his credit, I am not disposed to believe that they can fix with any exactness the time of his arrival. The fact of seeing him they may recollect, and this he admits, but how without any apparent cause for impressing on their mind the exact time of his arrival, they are able, after a lapse of 15 or 16 months, to state that it was at any particular stage of the sale, I am at a loss to understand. Several of them, indeed, attempt to connect his presence with a particular period by means of an alleged conversation which he had with Hoosein. The conversation was a little more than a mere passing remark on each side, and I do not see anything in it, even if it took place, to attract their attention, and I consider the fact that so many of the witnesses, who depose to the presence of Rahimbhai at the sale, pretend to remember this conversation, though some of them do not pretend even to have heard what was said, tends to create a suspicion that their evidence is a concerted attempt to destroy the credibility of Rahimbhai as a witness, which I see no ground for doubting from anything which took place while he was under examination. On a consideration of the whole evidence, I have c[illegible] conclusion to find 1st issue in the negative, b[illegible] purpose of raising what I consider to be the real [illegible] question between the parties, I think it right to se[illegible] issue, namely, whether the defendants, or either [illegible] gave any consent to the sale of the house and p[illegible] the first issue mentioned, except on the understa[illegible] condition that the whole amount due on the m[illegible] the second issue mentioned for principal and inte[illegible] be paid to them at once, and this issue I find in [illegible] tive and for the defendants. The next issue is w[illegible] sum of Rs. 53,000 was received by defendant A[illegible] in part payment of the money secured by the mo[illegible] the second para of the plaint mentioned. The [illegible] this, alleged on the part of the plaintiff, is th[illegible] having on the 20th October 1869 received [illegible] count of his mother Gangbaee the sum of Rs. 5[illegible] some odd rupees from the Master in Equity of th[illegible] went to defendant Rahimbhai in the street and [illegible] pay him Rs. 53,000 on account of the mortgage. [illegible] himbhai did not receive it, telling him to go and [illegible] Ahmedbhai, as Ahmedbhai had the deeds or vouch[illegible] managed the matter. That he (Fazool) short[illegible] came upon Ahmedbhai, also in the street, and [illegible] him the money, telling him what had passed betw[illegible] (Fazool) and Rahimbhai, and that Ahmedbhai counted the money and said he would credit it on account of the mortgage when he reached home. In the substance of this statement Fazool is supported by his brother Hoosein

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and Rahimtoola. The witness Dulsookh Amichund (who is a partner of the broker Rahimtoola) states that he was present at the payment, but he does not pretend to depose to what was said, and his evidence is quite consistent with what is admitted by Ahmedbhai to have taken place. The defendant Rahimbhai denies distinctly that Fazool ever offered him any money on the 20th October 1869, or that he had any conversation with Fazool on that day. The defendant Ahmedbhai states that Fazool on the day in question came up to him when near the office of Dhurumsey Poonjabhoy, near the Secretariat, and said, "I have a bundle of Rs. 53,000, and wish to pay them to you as part payment of our mortgage. That he (Ahmedbhai) said, " No—I won't receive on account of that mortgage. Better go to Rahmoo." Fazool said, "I cannot find Rahmoo in the Fort." Afterwards Ahmedbhai says distinctly that Fazool said nothing about having been to Rahimbhai, that Fazool then got into the brougham, and pressed him to receive the money on account. That he (Ahmedbhai) declined, and stated as the reason, "I and my brother are not on friendly terms. You had better go and pay to Rahmoo. He is the proper person to receive on account of the mortgage." After some discussion it was agreed that I should keep as a deposit and he (Fazool) should settle with Rahimoo. That he (Ahmedbhai) told Fazul, "I shall credit it in my new books on your (Fazool's) and Gangbaee's deposit account." Nothing was said about interest. In substance Ahmedbhai is supported in this evidence by two witnesses Alladin Premjee (who is a mehta of the defendant, as executors of Khan Mahomed Habibbhai, their deceased brother) and Moorarjee Khimjee (a mehta of the defendant Ahmedbhai.) In some parts of it and which are by no means immaterial, he is supported by the evidence of one Mehrwanjee Pestonjee, a broker, who happened to be present, having come to speak to Ahmedbhai on business. Ahmedbhai produces entries from his cash book and ledger (exhibits Nos. 3 and 4), made according to the evidence of mehta Nuthoobhai Kika by himself at the direction of the defendant Ahmedbhai As to the entry in the cash book on the evening of 20th October 1869, and as to the entry in the ledger two or three days after these entries, they tend to shew that at the time Ahmedbhai treated the payment as a deposit and not as being on account of the mortgage, and so far they support his evidence as to what he says was the condition on which he received money. On the following day, the 21st October 1869, Fazool says that on behalf and in the name of his mother Gangbaee, he wrote a Guzerathi letter (an alleged press copy of which has been put in evidence and marked as exhibit A 10) to the defendant Rahimbhai. The letter is as follows—" On account (of the account) claimable by you in respect of the mortgage deed of the 30th day of September 1867, executed by me to you, Rs. 53,000, namely, fifty three thousand, were paid yesterday through your brother Ahmedbhai Hubibbhai. Do you be good enough to send a receipt for the same as soon as you can do so." This letter Fazool states he took and delivered to Rahimtoola with his own hand; that Rahimtoola having read it did not say a word, and he (Fazool) then went away. With regard to the delivery of this letter, the uncle of Fazool, viz., Khan Mahomed Datoobhoy, gives this evidence—" I remember Fazool coming to the house (in Shamjee Hassajee Street) where Rahmoo was sitting on the 21st October 1869. Fazool delivered a letter to Rahmoo. It was about 11 or 12 o'clock when the letter was delivered. Rahim nodded his head, and said, 'Very well.' Rahmoo had opened and read the letter. Fazool then went away. Rahmoo said nothing to me about the letter." He says afterwards in cross-examination—" I can remember the day on which I saw Fazool give Rahmoo the letter, because the next day I asked Fazool what it was about. I remember what I say, that is all. When I saw the letter given, I did not know about the payment." He further says that besides Fazool, Rahmoo and myself, one Nency Dewjee (since dead) and Hoosein Noor Mahomed were present. It is to be regretted that Fazool says not a word about the presence at the delivery of the letter of either Hoosein or Khan Mahomed Datoobhoy, and Hoosein is not asked a question, nor does he say a word about being present himself. I must remark that the evidence of Khan Mahomed Datoobhoy on this point struck me as deserving of little or no credit. It is grossly impossible, in my opinion, that a witness should be able to fix the fact of the delivery of a certain letter which he did not see or at the time hear the contents of, as having occurred on the 21st October 1869, to which he so glibly swears, and the fact, if it be true, that Fazool on the next day told him what the letter was about (though why Khan Mahomed Datoobhoy should have asked him is a matter as to which we are in the dark) does not in any way help him to remember the day of delivery as the 21st October 1869. This piece of evidence appears to me a mere attempt to bolster up the otherwise unsupported story of Fazool as to delivering to Rahimbhai the letter of the 21st October 1869. Rahimbhai denies that he ever received the alleged letter of the 21st October 1869. On the 27th October 1869, Fazool on account and in the name of Gangbaee wrote a letter to defendant Rahimbhai (exhibit A 11), asking for a receipt for the Rs. 53,000, and stating that on the same day as the payment (viz. the 20th,) a letter was written asking for a receipt, and Fazool states that the letter here referred to was the letter which he says he delivered on the 20th. If this be so, there is an error in the letter of the 27th October 1869. The repudiated letter was written on the next day after the payment, viz., the 21st October 1869, not on the same day. To the letter of the 27th the defendant Rahimbhai wrote on the next day (the 28th) a letter to Gangbaee (exhibit A 12), in which he says that he had made inquiries, and it had come to his knowledge that the Rs. 53,000 paid to Ahmedbhai were not paid on account of the money claimable by him, Rahimbhai, and he declines consequently to give any receipt. He does not in any way refer to the allegation in the letter under reply that a previous letter asking for a receipt had been written. Two other letters, dated the 28th October 1869 and 29th October 1869 (exhibits A 13 & A 14), having passed between Gangbaee and Rahimbhai with reference to the same matter, a letter is written on behalf of Gangbaee, dated the 31st October 1869 (exhibit A 15), to the defendant Ahmedbhai, relating the circumstances of the case according to the plaintiff's version, and asking an explanation from Ahmedbhai. The letter of the 31st October 1869, Ahmedbhai says he received on the 2nd November 1869, and on the 6th November 1869 he writes a letter to Gangbhaee to the following effect—" Your son Fazoolbhai paid me Rs. 53,000. I had clearly refused to receive the same, and although I had told him to pay that sum to my brother Rahimoo, still he did not pay it to him, and he paid it to me with 'force' as a deposit. That sum lies as a deposit on your and Fazoolbhai's account, and the same will be considered as a deposit as long as you may be pleased to leave it. 1 per cent. for interest will be paid. Consequently, I intimate to you as follows. Having given credit with the interest thereof for what is claimable in your and Fazoolbhai's account in my books, do you be good enough to send for and receive the balance." In reply to this a letter was written, dated the 8th October 1869 (exhibit A 17), on behalf of Gangbaee to defendant Ahmedbhai, reiterating the previous assertion that the Rs. 53,000 had been paid and received on account of the mortgage, and asking for a receipt. I cannot at all understand why the application for a receipt was not made to Ahmedbhai in the first instance, but to Rahimbhai, as the money was paid to Ahmedbhai and he, as Fazool on several occasions stated, really managed the transaction, though Rahimbhai's name was used. Nothing further seems to have taken place with regard to this matter till the 3rd February 1870 when Gangbaee's solicitors write to the defendant Rahimbhai (exhibit A 18), asking for a detailed memorandum of the balance due on the mortgage with interest down to date. To this letter the defendant Rahimbhai's solicitors reply by their letter of the 8th February 1870, exhibit A 36 (already referred to), claim the whole sum of Rs. 59,575 and interest Rs. 25,571, and Rs. 20 for registration fee, amounting together to Rs. 85,166 3 3 On the 9th Feby 1870, Gangbaee's solicitors write to the defendant Ahmedbhai a letter (exhibit A 22), requiring him (but without prejudice to Gangbaee's claim in respect of having the Rs. 53,000 credited to the mortgage account as on the day of payment) at once to return to Gangbaee the said sum which he (defendant Ahmedbhai) pretended to hold as a deposit. To this letter defendant Ahmedbhai's solicitors write a letter, dated the 12th February 1870 (exhibit A 25), tendering the sum of Rs. 50,036-0-11, being the balance of Rs. 53,000 after deducting the sum of Rs. 2,438-8-8 (alleged to be due to defendant Ahmedbhai by Gangbaee on a promissory note dated the 12th day of June 1868) and Rs. 525-6-5, alleged to be due to defendant Ahmedbhai by Fazoolbhai on another account, and requiring a receipt in a form sent (see exhibit A 26), to be given for such payment. The acceptance of the balance and the giving of the receipt was refused on Gangbaee's account. On the 15th February 1870, the defendant Ahmedbhai's solicitors write to Gangbaee's solicitors a letter (exhibit A 28), offering to pay back the sum of Rs. 50,036-0-11 on having a simple receipt signed by Gangbaee and Fazool in the presence of Gangbaee's solicitors. To this letter I do not find that any reply was sent, at least none is put in evidence. At this time, it is, I think, evident that whatever the contention of Gangbaee had been originally as to the nature of the payment of this sum, that she or her agent Fazool had in or about February 1870 given up the contention, for I find that by the evidence of one Nowrojee Jehanghir in the month of February 1870, Fazool did not treat, or at least, did not insist on treating the Rs. 53,000 as having been paid on account of the mortgage. This witness Nowrojee Jehanghir, as the grandson of one Cooverjee Hormusjee Baba, had been managing a suit (No. 1,113 of 1868) which the latter had instituted in this Court against Gangbaee, and in which a decree was made on the 23rd December 1869, and sealed on the 21st day of February 1870 against Gangbaee for Rs. 29,521-5 for debt and costs. The witness says that he had conversation with Fazool about the execution of the decree after it was obtained, and that Fazool sent for his perusal the letter from Ahmedbhai's solicitors already mentioned of the 15th February (exhibit A 28), and that at the suggestion and desire of Fazool, the money belonging to Gangbaee was attached in the hands of Ahmedbhai. This was done by an order dated the 24th February 1870, made on the ground of an affidavit which states the amount of the moneys due by Ahmedbhai to Gangbaee to be Rs. 50,000 or upwards. The witness then says that Fazool insists on a summons being issued against Ahmedbhai, calling upon him to pay over a sufficient portion of the money so attached to the execution creditor. This summons, he says, was dismissed but without costs. It does not appear on what ground the summons was opposed. If Ahmedbhai set up the case that the money had been received by him on account of the mortgage, and no longer belonged to Gangbaee, of course that would be a contention inconsistent with his present case, but I think it may be fairly inferred from the remark of this witness, when he states that the summons was discharged, and adds, " My decree was only against Gangbaee," that the ground was that the money was admitted by Ahmedbhai to be held on the joint account of Gangbaee and Fazool, and not of Gangbaee solely. That this was his contention as against Gangbaee may be seen from the letter A 28 of 15th February 1870, where he offers to pay the sum of Rs. 50,036-0-11 on a receipt signed by Gangbaee and Fazool. The next letter relating to this sum of Rs. 53,000 is one after the suit was instituted written by the solicitors of defendant Ahmedbhai to the solicitors of Gangbaee under date the 29th August 1870, exhibit A 48, according to which the sum of Rs. 53,000 is tendered simply to Gangbaee's solicitors. To this Gangbaee's solicitor's reply on the same day that they have no instructions to receive the money, and that any money Ahmedbhai wished to pay should be paid into Court.

Now, on the consideration of the whole of the evidence as to the payment of this Rs. 53,000, I have come to the conclusion that whatever may have been the desire of Fazool to stop the interest of the mortgage debt running, that the desire of the mortgagee not to do so must have been equally great. It is urged that it is grossly impossible that Fazool should have paid so large a sum as 53,000 as a deposit without interest. But according to Ahmedbhai's evidence, the deposit was considered to be of a temporary character only, and till Fazool could arrange with Rahimbhai as to the account. There seems nothing improbable in thisthat Fazool, wishing to get the matter settled, should have "forced" Ahmedbhai to receive the money as a sort of evidence of the mortgagee's desire to pay the mortgage; and that Ahmedbhai should have accepted it as a temporary deposit, leaving the question of interest to be settled afterwards. There are two points in the evidence of Fazool which lead me to distrust, if not his desire to tell the truth, at least the accuracy of his recollection. He represents the matter as if Ahmedbhai was only too glad to get hold of the money, took it at once, and without more ado said it should be credited to the mortgage account. Now, the witness Mehrwanjee Rustomjee does not pretend to remember the words used on the occasion in question, but his evidence clearly shows that Fazool was following Ahmedbhai about with the notes, and forcing them upon him, Ahmedbhai for a considerable time refusing to take them. This witness seemed an independent man, and gave his evidence in a manner which impressed me favourably. The other point is that both Fazool and Hoosein give as the reason alleged by Rahimbhai for not receiving the money, that Rahimbhai said the vouchers or deeds are with Ahmedbhai. He manages the matter—go to him. Now, both Rahimbhai and Ahmedbhai say that at this time the vouchers, viz., the deeds and the mortgage, were in a safe belonging to the partnership of which each of them had a key, and in the letter of Gangbaee's solicitors to the solicitors of Rahimbhai of the 11th February 1870 (exhibit A 24), we find the former had been instructed to say that the reason alleged by Rahimbhai for not receiving th[illegible] was too busy, too busy forsooth to receive [illegible] which he was anxious to get. I consider the probabilities of the case, looking at its circumstances, to be more in favour of the defendant's story than that of the plaintiff, as to the payment of the sum of Rs. 53,000. I see no reason to doubt the evidence of the defendants. I find that they set up the same case as they now do within a fortnight after the event in question happened, and without going so far as to say that the evidence of the three sons of the plaintiff was wilfully false, it produced on my mind an impression of being less to be relied upon than that of the defendants. I therefore find the second issue in the negative and for the defendants.

These findings dispose, in fact, of the 3rd and 4th issues also. If the Rs. 53,000 was not received in part payment of the money due on the mortgage, the tender of Rs. 25,280 on the 22nd February 1870 was insufficient, as it was made on the footing of taking credit not only for Rs. 53,000, but for interest on that amount at 15 per cent. per annum from the 20th October 1869 down to the 22nd February 1870, which the mortgagees had no right to do. It also takes no account of the Rs 20 paid by the mortgagee for the costs of registration of the mortgage deed, and of this charge the plaintiff's solicitors had notice by the letter of Rahimbhai's solicitors of the 8th February 1870. I therefore find the 3rd issue in the negative and for the defendants.

As to the 4th issue, having found that there was no such agreement as suggested in the 1st issue, no damages in respect of the breach of such agreement can be awarded. Even supposing that the evidence can be considered to show the existence of the conditional agreement suggested in the 5th issue, I do not consider that the plaintiff ever performed the condition of her right to enforce that agreement by tendering at once the whole amount due for principal and interest under the mortgage.

I do not, however, consider that the defendants are entitled to treat the Rs. 53,000 as bearing no interest from the 20th October 1869 when it was paid down to the present time, the defendant Ahmedbhai holding, as he says in his letter of the 6th November 1869 (exhibit A 16), the Rs. 53,000 as a deposit on the joint account of Gangbaee, and Ahmedbhai had no right to claim to deduct from it sums due to himself from Gangbaee and Fazoolbhai severally, and had Gangbaee and Fazoolbhai at once claimed a return simply of the whole amount without such deductions, I should have been disposed to hold that from the date of such claim they would have been entitled to credit for interest on that amount at 15 per cent. per annum. But this they did not do. The first letter put in evidence in which they ask to have the alleged deposit returned is of the 9th February 1870 (exhibit A 22). To this the solicitors of Ahmedbhai, as I have mentioned, replied by their letter of the 12th February 1870, exhibit A 25, offering Rs. 50,036-0-11 only, and so still insisting on the deductions which, in my opinion, they were not entitled to make, and I do not find that it was till the 29th August 1870 that the solicitors of Ahmedbhai (see exhibit A 48) offer to repay the entire sum of Rs. 53,000 without deduction. This offer, as I have already mentioned, was declined.

The decree which I consider ought to be made in this case, is to direct the Commissioner to take an account of what is due on the mortgage of the 30th September 1867 for principal and interest at 15 per cent. per annum from that date till payment and costs as hereinafter awarded, and that the plaintiff do have credit as against the amount found due on such account for Rs. 53,000 with interest thereon at 15 per cent. per annum, from the 9th February 1870 till the 29th August 1870.

With regard to the costs, I see no reason for disallowing the mortgagee's costs to the extent hereinafter mentioned. I can however see no sufficient reason that the plaintiff should be burthened with a double set of mortgagee's costs, because the defendants have thought proper to sever in their defence. The fact that they have not been on good terms with each other is not a sufficient reason for their severing, or at least for making the plaintiff pay the costs so occasioned. I therefore direct that the costs of the defendants respectively of this suit, including those of and incident to the motion for an injunction be taxed, and that one half of the taxed costs of the defendants respectively be added to the amount due on the mortgage for principal and interest, and that the defendants respectively do bear and pay the other half of their taxed costs respectively. I therefore order that, upon payment by or on behalf of the plaintiff of the amount found due for principal, interest and costs upon taking such account as aforesaid within six months from the time of the Commissioner making his report, with subsequent interest down to the day of payment, that the defendants do reconvey to the plaintiff or as she will direct the hereditaments and premises comprised in the said mortgage of the 30th September 1867, free from incumbrances, and deliver to her or according to her directions all deeds or documents of title relating to the said hereditaments and premises in the possession or power of the defendants or either of them, and in case of default on the part of the plaintiff in the payment of the amount so found due, on taking the said account and subsequent interest as aforesaid within the period hereinbefore limited, let the suit be dismissed out of this Court, with all costs of both defendants to be paid by plaintiff.

Under rule 1 of chapter 4 of the High Court, under date the 30th of November 1866, I enlarge the time for making an appeal from or application to review this decree till the 25th day of June next, having regard to the fact that the decree has been made in vacation.

AN UNSATISFACTORY REPORT.

We have only read the first two pages of the Excise Administration Report for the Lower Provinces 1869-70, but these two were enough—indeed too many. In the first place the report is a year behind time—a fact which alone almost forbids perusal; and in the second it reads to us as somewhat uncandid. For instance, the first tabular statement shows us that the nett revenue of the department had decreased in 1869-70 by nearly two lakhs, but the text not noticing this fact in the least, merely remarks,—" the gross revenue of 1869-70 exceeds the average of the preceding five years by Rs. 2,70,052," and then goes on to point out to what " improvements this favourable result is attributable !" After a few more sentences in the same vein the report approaches the real point, the marked falling off in nett receipts, but " explanations of the differences," we read, " are given in the appropriate sections of this report," and to the appropriate sections we refer our readers. That His Honor the Lieutenant-Governor (who has evidently read the report through) does not consider the Board's report satisfactory, may be gathered from the following paragraph in his resolution upon it:—" The remarks which the Board have made in the 5th para. are identical in terms with the 4th para. of their last report, and they seem to show in both instances that, as the five preceding years were to some extent periods of special distress and scarcity which would materially affect the excise revenue, the results of their comparison with a year which was free from such calamities are not of very great value." This is not ambiguous speaking—yet we see that the Board found in the results of the year 1869-70 reason for praising for " efficient management" no fewer than 2 commissioners, 15 collectors and deputy commissioners, 5 assistant collectors, and 12 uncovenanted officers !—*Pioneer*.

THE PROFESSION OF AN ENGLISH MATRON.

(*Saturday Review*, May 20.)

In many of the serious questions involving the relative position and duties of the sexes there is a time for banter, nor is banter without its uses. There is a time also for more serious remark. And in reference to the question of a higher culture for women, we think that the time has come. What is the truth about this much-vexed problem? Are foolish people to go on tittering, and able people to go on disputing as those who grope and flounder, or is there some solid ground that may be reached, some definite natural goal that may be clearly recognised and worked for by common, but also by intelligent, consent? It is an evil that we have had to go on even thus far without any such goal in view, without some valid solution in our hands; and that uncertainty should be prolonged for an unlimited time would be a grave misfortune. Not only do obscurity and vacillation present an extensive platform to many unsound enthusiasts of both sexes, and to some fanatics. Did the mischief end there, it would be comparatively a small affair. What is much worse is this. That general atmosphere of doubt on serious subjects which is the curse and trouble of our times receives hereby one added element; and this element affects an institution, a centre, a region where, when health and strength and purity are developed, the ghosts of doubt should, beyond all other places, find an influence powerful to lay them—we mean, the institution of the family. Best say the truth in plain terms. Among young men, whether at the Universities or in the congregated life of towns, the prolongation of perplexed and unreasoning talk about the future of the education of young women readily merges into and stimulates looseness of idea about questions of sex generally, and, in particular, looseness of thought and feeling about the supreme relation of marriage. Among young women, the same want of fixed and rational beliefs on education leads to an obliquity of vision in estimating the beauty, the interest, and above all, the nobleness and dignity of life and intellect expended upon the home.

Now a clear view and solid ground will never be reached in this controversy so long as the advocates of the higher culture of women look upon the defenders of the home as obstructives, or the defenders of the home believe that the claim for higher female culture is an innovation which in the very interest of home is to be repelled. The upholders of home traditions are by no means without fair cause for uneasiness. If things go on very much longer as they are, there is, to say the least of it, a possibility that the idea of home may grow antiquated, the institution of family pass out of date. " I came into the world," Horace Walpole said, " when there were still such times as *afternoon* and *evening*." And some Walpole of the future may yet record that he came into the world when the ideas of home and family were still above the intellectual horizon. It is the dread that the movement for higher female education is somehow tending to sink these ideas " below the verge" that deprives that movement of much support and sympathy of the most valuable and influential kind. And a removal of this apprehension, a harmonizing of the two principles of culture and of the family, would not only win the best support to the former, but would achieve a still higher result; it would bring the energy and efforts of the education reformers to bear, not so much upon a one-sided nostrum, as upon the benefit of society at large.

At a meeting held a few days ago in St. James' Hall the true note was, perhaps rather unexpectedly, struck. The assembly was convened in aid of the College for Women which was opened at Hitchin in 1869, and which it is now proposed to remove to a site much nearer to Cambridge. Several able persons addressed the meeting, but the two chief speakers were Mrs. (Garrett) Anderson and the Bishop of Peterborough. Mrs. Anderson reasoned out the whole business in a lucidly spoken essay. The Bishop spoke to the point, not only like an able person, but like a family man. For woman's sake, for culture's sake, and for society's sake, he was for putting the family before everything else as a principle. Mrs. Anderson undertook to prove two propositions, that a higher culture for women is needed, and that—this being granted—college life is largely required as an instrumental means. There were three reasons given in support of the demand for more culture. First, the professional women want it; not only the new aspirants, like herself, but the teachers and writers and artists who are and long have been at work. Next, the politically and socially emancipated women of the future will want it, even more than women want it now. And lastly, a higher and stronger training would be a clear gain to the health of women. She was deservedly cheered when she called diluted music and poetry a bad treatment for mobile and emotional temperaments, just as green tea is a bad treatment for a weak nervous system. The reasons for the need of women's colleges were mainly these, that serious and continuous work at home is beset with difficulties, and that college life provides the stimulus of companionship and emulation. Nothing could have been clearer than the way in which these propositions were urged. But a clearness even greater than Mrs. Anderson's will only end in confusion, and aims as benevolent and sincere as hers will only produce mischief, unless they can be brought to harmonize with, and to support, those great natural instincts to which, while lucid propositions win the admiration of the head, the people most worth convincing pay the silent allegiance of the heart.

It was a relief when the somewhat thin perspicuity of this essay was succeeded by that mixture of logic and feeling which appeals straight to human nature as a whole, because it comes from a wide understanding of it:—

Es muss vom Herzen gehen,
Was auf Herzen wirken will.

And if anything will engage the heart of England in the cause of female culture, and lead to a healthy settlement of the vexed discussion, it will assuredly be the Bishop's appeal that women should have the highest possible education, no matter for what objects collaterally and exceptionally, yet for this object in the main, that they may the better succeed in the " profession of a matron."

The profession of a matron, in spite of the gravest disadvantages, was once understood in Greece by women who were content not to clamour for empty distinctions as *Ecclesiazusæ*, but to devote themselves to the early education of heroes. It was better understood in the Roman Republic, where there would hardly have been a Tiberus and Gaius Gracchus had there been no Cornelia. It was still better understood in the England of the sixteenth and seventeenth centuries. And what is there to prevent the profession from once again realizing that supreme grace and dignity which is its due? The emancipation of women is a cry which carries with it some notes that are delusive, some that are positively vicious; the regeneration of society through the profession of matrons is a paramount and simple end. If this were once fairly reached, the difficulties of those exceptional women—a decreasing class in future, if the future is to bring the best sort of improvement with it—who remain outside this great natural profession, would soon solve themselves.

That the profession of a matron demands a far higher and fuller preparation than is now provided for it few people would venture to deny. It is precisely here that thoughtful persons of all shades of opinion and feeling would agree, and might present an irresistible front against thoughtlessness and prejudice. The complaint of non-preparation for holy orders, to say nothing of other professions, is reasonable enough; but the non-preparation for the profession of a matron is infinitely more flagrant still. The management of very young children; the understanding of the simplest rules and laws of their earliest physical training; the modes of awakening intellect, of engaging and training the affections, in children that are older; of ruling the economy of a home, of treating servants as human beings, and of developing intelligence in them; the capacity for investing a house with the ever-present sense of order and of repose, yet of regulated and inspiring activity as well; the power of sympathizing with and supplementing a man's mind and heart; and, above and more than all, the ineffable gift of winning the confidence and elevating the instincts of girls and lads, of young women and young men, who are her daughters and her sons—where is the woman's training that recognizes the attainment and cultivation of these objects and endowments as its highest aims? Why do we not agree that to work for such a training, to unite in resolving to make these endowments a more frequent inheritance in women and more easy to be compassed by them, is the true solution of the existing discussion? Why cannot the more timorous advocates of home integrity take courage to concur with the philosophers that no culture can be too high for those who are to succeed in this great profession? And why cannot the philosophers and agitators consent to recognise here the main line of female emancipation, the soundest regimen of social regeneration? Such women there have been, and yet are

Happy he
With such a mother; faith in womankind
Beats with his blood, and trust in all things high
Comes easy to him.

And such there may yet be in the future, and ought to be in ever-growing numbers.

Of the physiological and economical shortcomings of women's training, as it is at present too generally conducted, Mrs. Anderson could no doubt say much, and say it with authority. There is another side on which the weakness becomes painfully apparent to those engaged in education, and of which men are perhaps more qualified to speak than she is. We mean the ignorance of their own children's natures in which, from incompetency for the profession of matron, large numbers of women live. Men who have ever taken practical work in a large public school see this mischief in staring colours. Few public school house-masters who may chance to read these lines will fail to recall instances in which they have come in a very few weeks to know more of a boy than his own parents ever knew. And, putting out of the question some few great historical foundations which have a genius and justification of their own, what are the majority of the present public schools but a gigantic confession of home failure? If the home were better understood and administered, if the profession of matron were entered upon with something more like adequate training, would there not be a wider recognition of the enormous loss incurred by removing boys during critical years from the society and sympathies of sisters, and of subtracting from the sum of sisters' lives the interest of a boy's growing mind and widening pursuits? Were it possible more generally to dispense with this unnatural severance, we should have a larger number of girls well trained for the matronly profession without the aid of college life. There can be little doubt that, in theory, the highest education for boys would be attained by the existence of large day-schools, like (for example) the City of London School, or King Edward's School at Birmingham, with a return at home in the evenings. Whether such a system may be more generally developed in England during time to come we cannot pretend to decide; but the soundest hope for improvement, in this as in many other respects, lies in a completer and more rational training for the high profession of matron.

This is not an occasion on which to discuss in detail Mrs. Anderson's arguments in favour of collegiate life for women. Whatever view may be taken, however, it may be admitted that, if the experiment is to be tried, it could not be in better hands than those of the promoters of Hitchin College. The co-operation and influence of a great University, and the labours of several of the most distinguished and thoughtful among its working members, are enough to guarantee that whatever is done will be well deserving of consideration. Meanwhile, we reiterate our conviction that the Bishop of Peterborough's felicitous phrase points the way to the best ultimate solution of the general controversy. Not, on one hand, in an apprehensive or dogged opposition to all change, nor in a refusal to look real shortcomings in the face; not, on the other, in a factitious contention for the theoretical rights and privileges of one sex apart from the other; but in a blending of all aims into the family principle as the main guiding channel, and in a concentration of effort from different quarters upon that common centre, lies the hope of the future, and the prospect of our more and more often beholding, in the midst of modern excitements and perplexities, the embodied ideal of the poet's experience,

A perfect woman, nobly plann'd
To warn, to comfort, and command.

AGITATION FOR "SELF-GOVERNMENT IN IRELAND."

(*Times*.)

It is somewhat disheartening to those who hoped to see Ireland conciliated by the legislation of the Reformed Parliament to witness the readiness with which the war cry of a new agitation is raised and responded to by professional agitators and their patiently docile dupes. A movement commenced last year on the basis of an alliance between the intolerant Orangemen, who were infuriated at the impartial justice the Imperial Parliament had meted out to Protestants and Catholics in Church and State, and the extreme Nationalists, who were determined to rest contented under no Government in which Englishmen had a share, has hitherto dragged on a sickly and insignificant existence. The Irish people were manifestly indifferent to it, distrustful of the disappointed Tories and hackneyed agitators who had taken the lead. In fact, it seemed the word of command had not been given by those who effectively control the wires by which popular movements are worked in Ireland. Scarcely a member of Parliament gave adhesion to the impracticable programme of the Federalists; the priests held aloof, the Fenians laughed at the proffered compromise. In more than one Irish constituency the Liberal party was opposed by Nationalist candidates, but Mr. Martin, the only successful champion of " Home Rule," was elected by the votes of men who would care little, if they had their way, to stop at the point where he would bring his separatist principles to a halt. It appeared as though the Church Act and the Land Act were producing slowly but effectually their promised fruit—as though Ireland was at last becoming content to wait with confidence for the natural development of her prosperity within the circle of Imperial Union, trusting in the justice of Parliament and the healing influence of time.

Suddenly and strangely the ban of insignificance and suspicion under which the " Home Rule" movement lay has been removed, and at the same time the part which the disappointed Protestants originally played in it has been quietly dropped, or nearly so, out of sight. Priests and Corporations enthusiastically pledge themselves to the Federalist formula; a well-known orator " stumps" the country on its behalf; and immense crowds, recalling the popular madness of O'Connell's campaign for Repeal, assembled to hear Mr. Isaac Butt demand, with the imperious rhetoric which seldom fails to overawe Irish juries, the independence of Ireland. It is difficult to discover the causes of this remarkable change, but its reality is beyond question. The Catholic clergy no longer discredit the movement, the Nationalists have ceased to disavow it. Mr. Martin brings its existence very pointedly to the knowledge of the House of Commons, and Dr MacHale holds it as a minatory lash over the head of the Government when he demands the endowment of an Ultramontane University and an Ultramontane school system to train the youth of Ireland in loyalty and faith. Perhaps in this latter threat may be discerned the motive power that has set the rusty machinery of the Home Rule Association so busily at work, and if this be so the prospect is sufficiently gloomy. What Ireland needs now is rest, freedom for a little while at least from the hot breath of political controversy and the dangerous excitement of popular agitation. If the demands of the Catholics for the unlimited control of education be, as they must be, refused by Parliament, then, according to Dr. MacHale, we may expect to see all the power of the priesthood used to stimulate the movement to which Mr. Butt's appearance on Thursday last at Limerick was a prelude, and it is by no means clear that the clergy, though they may do much to create excitement, would be able to allay, or check it at their pleasure. Neither would Mr. Butt, nor Mr. Martin, nor the irate Fellows of Trinity College, Dublin, who have joined hands since the Act of Disestablishment with the men of 1848, be able to shape the result according to their crude notions of a compromise that would satisfy everybody. The strength as well as the peril of an agitation such as is now threatened, if it has not been actually commenced, is that it would take a hold of the people. But the people of Ireland do not understand the niceties of Federalism; to their minds " Home Rule" conveys only one notion—complete separation from England, the renewal of Ireland's mythical glories, and a golden era of protected trade, subsidized industry, and State-assisted labour. When Mr. Butt appeared in the theatre at Limerick, ostensibly to expound the benefits of a Federal Union as opposed to a Legislative Union, but really to inaugurate " a struggle to regain that self-government of which 71 years ago Irishmen were iniquitously deprived," the building rang with cheers for O'Donovan Rossa, the audience plainly believing that if " self-government" were the object to be aimed at, the Fenian conspirator had set about attaining it in a more direct and consistent way than the eloquent Queen's Counsel. Mr. Butt, indeed, was not even consistent in his statement of his aims and his proposed means, for, while advocating a Federal Union, with two Parliaments and Irish members sitting in both, he professed to be seeking a return to the days before the Union, when Ireland and England were absolutely separate in their Legislatures, and acted in many respects towards each other as foreign nations. But this discrepancy may be pardoned in a man who was talking in the shadow of O'Connell's monument to an audience which applauded the wild attempts of the Fenian desperadoes. It was easier to glide over the fact, recalled to memory by Mr. Butt's present advocacy of " Home Rule," that nearly thirty years ago he opposed in the Corporation of Dublin with great ability and vehemence, the adoption of the " Liberator's" famous Repeal resolutions. " Since then," said Mr. Butt, in contrite recantation on Thursday, " the population has been diminished one-fourth; the people have been driven away, and those who have not perished the emigrant ship has carried to happier climes; the national industry, the national energy, and the national spirit have been crushed by coercion." It almost makes one despair of bringing about conciliation between England and Ireland by any operation of reason when we hear a man of ability and influence endeavouring to persuade a too credulous mob that an assembly of Irish legislators at College-green could have prevented the potato-rot and its consequences, or checked without ruin to the State the efflux of surplus population which naturally and healthily followed the great calamity of 1846.

Some persons may be inclined to regard with more concern than is inspired by the Limerick demonstration and the oratory of Mr Butt the declarations in favour of " Home Rule" recently adopted by various Corporations and public Boards in Ireland. These bodies are composed mainly of shrewd men of business, with little urgent temptation to pander to the passions of the ignorant masses, and usually they are more reasonable and temperate than Parliamentary candidates and professional politicans. It is true that the majority of their members are Catholics, bred perhaps in a vague belief in the destined greatness of Ireland as an independent nation. There is something more, however, in their adhesion to the movement for " Home Rule" than a mere sentiment. They look for certain solid gains from legislation inaugurated by a Parliament sitting in Dublin, and, as these expectations are likely to have much influence over the conduct of the Catholic middle class, it is worth while to see what they amount to after all. The merchants and traders of Irish cities are generally active and ambitious, peculiarly alive to social considerations. The mass of them, being Catholics feel themselves only just emancipated from a ban of inequality, and in the flush of their freedom they are eager to seek such a place in the public eye as would give them distinction. But such men are too shrewd not to see that a political career in the Imperial Parliament is too arduous and absorbing, and that its prizes lie far out of the reach of their powers. In Dublin they might hope for a less crowded arena and more favourable spectators. With such ambitions as these are mingled discontent at the unfortunate stagnation of trade in Ireland and the lamentable failure in almost every part of the country, except the eastern half of Ulster, of manufacturing enterprise. Economic science has yet much work to do in the Sister Kingdom, and there are few Irish traders who do not entertain a lurking belief that the State ought to protect their industries and foster by liberal bounties the enterprises in which they might invest their capital. When, too, to these motives of personal interest are added the sympathies honestly awakened by the sight of the crowds of emigrants every day pouring along the railways to their rendezvous at Queenstown, it is easy for men to persuade themselves and others that wages could be raised and the depletion of population stayed by a free-handed Parliament of Irishmen sitting in the Irish metropolis and disposing of the Irish taxes. Protection and bounties and provision for surplus labour by vast public works are old-world expedients which have always resulted in disaster; but it may be safely affirmed that their temporary attractions would outweigh their incidental dangers in the minds of the men who sit on Irish Corporations and Boards and petition for " Home Rule." To foster industry artificially, to open up, as it is phrased, new fields of production and employment by a system of State railways and similar imitations of the late Imperial policy in France, would be certainly among the first legislative achievements of an Irish Parliament. If Ireland were absolutely separated from England, these experiments would soon work their own cure, and bitter experience would prove their futility. But the Irish Federalists desire to maintain the English connexion so far as they think it profitable. They wish to remain partners in the Empire, yet they claim the right to legislate in a manner which would in a few years bring about a fatal deadlock in Imperial finance or a national collision. It is plain that such demands cannot be granted, but there is reason to fear that, for the causes we have assigned, they may yet be pressed on Parliament, and may disturb the peace and good will which have been slowly ripening in Ireland.

THE KU-KLUX.

(*Once a Week*, May 27.)

" In fact Sir, it is everlasting humpty-dumpty smash; and I am eternally sorry for it, and that I do declare !"

The Colonel, Massachusetts Militia, having done somewhat excessive justice to a Franco-London dinner, was smoking with a vigour that would have rejoiced the heart of a revenue craving Chancellor of the Exchequer.

The Colonel was proud of the performance, remarking that he could not be licked at tobacco-ash-making on this side of the Atlantic. From the preliminary oyster to the iced pudding, he had been doing 4th of July stump. Europe was in a bad way, but England was absolutely played out. Just dead, and only waiting for decent burial. No army. Sinking navy. Slapped on the left cheek by Russia, and cuffed on the right cheek by Prussia. Canada drifting to the Union. India good as gone. Ireland determined to be on her own dear hook. Pauperism, republicanism, socialism, mobism, and a whole string of isms preying upon the vitals of the kingdom. Wise folk skedaddling to America, the land of plenty, liberty, equality, and the almighty dollar. The dinner being disposed of, the Colonel elevated his feet to an angle of 45 degrees, brought his face parallel to the ceiling, and, with enviable gusto, informed his English host that the old country had gone to everlasting humpty-dumpty smash, and that he was eternally sorry for it.

" Well, Colonel, even America has her troubles. There is the Mormon question, for example, which must be a perplexity to your Government."

The Colonel was immensely amused.

" To be sure, a spectacle maker might do a roaring trade in this fishy old country. The Mormons, sir, have been let upon the rampage because, whilst they were a cool thousand miles from civilization, it was not worth while to put a stopper on their brag. But now, sir, that everlasting enterprise has joined Utah to the East, the Mormons will sing small as a British sparrow, or be ground to invisible powder. Perplex our Government! Why, sir, the job of kicking the Mormons out of creation could be done by contract in ten days."

" Well, Colonel, what about that other botheration, the Ku-Klux ?"

The Colonel took a long pull at his weed, and emitted a heavy cloud of smoke.

" I do declare, that hit is not bad for a Britisher. It is pretty nigh a balance. Yes, sir, you have struck oil. That Ku-Klux business is equal to poisonous reptiles in the heart, and it's an ugly disease that won't be doctored in a hurry. Now, don't fly off like a bullet from a lopsided rifle, calculating for certain on what will never be on this side of eternity. Ku-Klux is a most tarnation tickler, but the Union is as safe as the North Pole. Mind you, Britisher, I admit that Ku-Klux is within the ghost of a shadow of being the plaguiest abomination on the face of this here creation—and the phiz of creation is full of blotches. Being posted in the Ku-Klux, I know what it foots up; and the total is a swamper for any power that could be, save our glorious most everlasting Union."

" What is the literal meaning of the word Ku-Klux? How is it derived ?"

" I do believe you Britishers have your optics fronting the wrong way, and that is why you are perpetually staring backwards. There is your Mr. Darwin, who has been tracing his forefathers and foremothers back to apes—which is not over civil to his foreparents, who can't say a syllable for themselves. By and bye, a party will go a-head—or rather, a-backward—of Mr. Darwin, and will trace the monkey to the cocoa-nut. Why, sir, the word Ku-Klux is an invention. Just letters shot together promiscuous. An original name has nothing against it; and if it is ugly, attracts public attention. Presently a learned party will trace Ku-Klux to the Indians, or to the Feejee mermaid, and get a medal for his discovery. But, sir, you may rely on one who knows, that Ku-Klux is a new and original American invention."

The Colonel lighted another cigar, which he chewed as well as smoked.

" If you won't addle your brain with derivation, which can't make you a cent richer or wiser, I will just post you about Ku-Klux It is what I can do slick and correct; for, sir, I have been a carpet-bagger, but no more carpet-bagging for me whilst there is other fish to fry in the blessed universe, for I do most solemnly declare that a month of carpet-bagging would convert a born saint into a brimstone and thunder swearer. And what is moreover, sir—and very much moreover—it is a trade that don't pay—blanks plenty, and a prize a miracle.

" When our civil war was over, there was a rush of patriots to the White House. They wanted to congratulate the President on the triumph of the Stars and Stripes, and likewise to express their willingness to serve their beloved Union by taking office in the South. There was a notion about that the leading Rebs—that is, the Rebs who had property—would have to forfeit, and that the leading patriots would find that loyalty was not only beautiful, but also profitable. After a gentleman had fired off a bust of eloquence, which was printed the same day in the patriot's paper, published a few states off from Washington, Abe, whose gab was short and strong, said—' Yes, sir, we have got the Southern horse to the water, and it has been a tough job. May be, sir, that to make him drink will be a tougher job.' This Ku-Klux business proves that Abe was cute. He could read next week as a scholar can Greek.

" It was supposed that, when Andy Johnson became the chief magistrate of creation, he would go in for extermination. But he knew the Southern character. He coaxed and petted the South, until the Republicans were so ranting savage that they impeached him. Andy's argument was a poser. Says he, ' A genuine down-Souther is equal to any man in a fight. If order is to be kept by force, we shall want a million of soldiers, and a publicdebt that will be crushing. That won't do, and so we must try the conciliation tack !' Were the Southerners grateful? Why, sir, they jeered at Andy, and did him all the harm they could. Union-saving Grant became our first fiddler. His platform for the South was ditto to Andy's. But there is the South, sir, precisely as it was six years ago. The obstinate horse is at the water. He don't kick, but he won't drink of the Union stream.

" When the war was over, there was no hanging, or confiscating lands. We were content with governing, and the providential rewards of office. Smart men—uncommon squeezers, and hungry as wolves—went South to manipulate the emancipated niggers, and to instruct them in the art of voting. These patriots are called carpet-baggers. Why? Well, sir, they did not take much with them, but they expected to make the return journey with heavy baggage—which, you know, is only human nature. Mind you, Britisher, the game was not plundering, but skill and speculation. An American, sir, knows how to get the milk out of a cocoa-nut without cracking it; and what a country for milking and honeying that South is! You have just to look at the earth and wish, and what you want springs up ready for market. I was a few days in Louisiana. Why, sir, every inch of the soil, and every drop of water is just alive and bursting with produce. Yes, sir, in that State, a little enterprise would produce any mortal thing—including angels—at a profit that would cap California and stun Wall-street.

" My dose of carpet-bagging will last me my lifetime and a year or two longer. Black brethren are not easily managed. To be sure, the niggers have queer notions about emancipation. They want their own rights, and the rights of others into the bargain. They do work—that is a fact; but they expect the whole of the profit, and a per centage added to it. You may oratorize them about the glory of freedom until your tongue is tired; but they don't care for glory, unless they can feel it in their pockets. They don't value the privilege of voting, except for what it fetches. A part of them are in mortal dread of the Southerners, and others have a sneaking kindness for their old masters. Put this and that together, sir, and there is the difficulty piled up mountains high. To make the negroes vote straight, it was necessary to promise them a substantial sweetener; and to keep them straight, it was necessary to keep the promise. Well, sir, the dollars had to be procured; and it is not to be denied that the Assemblies elected by the carpet-baggers, with negro votes, have been awful taxers, and the proceeds have been divided. Here and there, too, carpet-baggers have been a trifle over-greedy, and niggers have not been such howling saints as they are in Mrs. Beecher Stowe's books. No blame to them, sir. They have a precious score to wipe off, according to Mrs. Stowe, also they are dreadfully aggravated; and, on the whole, their conduct is wonderfully correct.

" About a year ago, and sudden as lightning, everybody was nonplussed with Ku-Klux. The negroes, their faces greeny brown, and eyes trying to bolt from the sockets, gasped Ku-Klux. In the lobbies of the Assemblies, the only talk was Ku-Klux. The carpet-baggers, sleeping and waking, were thinking of Ku-Klux. It was a plague that smote the whole of the people in a single night. Ku-Klux on the brain, Ku-Klux on the tongue, Ku-Klux everywhere.

" Who began it is a secret. How it was spread is a secret. There is no President, no Head-Centre, no officers, no society, no organization. It is a sort of inspiration, sir. Every born Southerner is a Ku-Klux, and this is his platform—' I will not interfere in the government of the Union. I will not interfere in the government of my State. I will only defend the personal rights of myself and my friends against the carpet-baggers and their negroes. In a few places, the payment of taxes has been refused; and who can enforce it? But the general cause of dispute with the Ku-Kluxer has been some action on the part of the carpet-baggers through the niggers.

" The blacks have a bad time of it. They shrink from the society of the whites. If they meet them in the street they cross out of the path. If they get into a car with white men—that is, with Southern whites—they leave it at the first opportunity. Not that they are threatened or molested. Since this Ku-Klux move, the Southerners treat the negroes in a way that would sting a rhinoceros. If they have orders to give, they are given in the fewest words—but not a word of harshness or of kindness. The nigger is treated like an unowned dog, and is shot if he shows his teeth. Yet the Southerner declares he pities the blacks, but that he must protect himself from the tools of the carpet-baggers.

" Don't believe nearly half the stories you will hear about Ku-Klux. But then, sir, they are not all false. The niggers are in terror of their skins and lives. They are thrashed, and now and then they are shot. Fact, sir. These affairs are openly performed, and the authorities are mum and still as statues. If they did interfere, what a mighty fine tale Mr. Ku-Klux would tell as to why he thrashed or shot the nigger. Punish the Ku-Klux, and there would be a regular Ku-Klux insurrection. That would be ruin and worse to the carpet-baggers and their down-East supporters. The Western States, who trade with the South, would be on the side of the Ku-Klux, and so would New York. You see, it is not a Union matter, or an emancipation matter, but just a down-East concern.

" Here is a narrative that will show you Ku-Klux is not a joke. Names to be kept dark, for obvious reasons; but the facts are known to the State Government, and to the Washington Government, and all over the South:—

" A carpet-bagger, a big State official, got into a fog with his account; and, somehow or other, there was a balance against him of 20,000 dollars, and the dollars were not forthcoming. Whether the carpet-bagger was riled till he was mad, or thought to get the coin out of a row, can only be guessed at. This, however, was his performance. He put himself at the rear of two hundred armed niggers, and went to the outskirts of —— town. Three of the townspeople were shot at. No one was killed, although it is said that one was wounded.

" What the carpet-bagger's version of the affair is, I can't say. Most likely, he would charge the whites with assaulting the niggers. When the affair was known in the town, a hundred men, led by a major who fought in the Confederate War, got ready for action. Every Southern man carries arms, and knows the use of rifle and pistol. When night came, they marched out, and at dawn fell upon the niggers. They killed a score of them, and disarmed the rest. They collected the arms, took them to the railway depot, put them on a goods car, directed to the Governor of the State. Then they went back to the town, and to their business. And that, sir, is the end of the affair."

" Surely, Colonel, something will have to be done."

" That observation reminds me of Jedediah Scrouge's sickness. For many months, Jed was uncommonly bad. He was a misery to himself and everybody else. What was the matter with him puzzled the faculty. They felt his pulse, looked at his tongue, sounded his lungs, tried his heart; blistered him, dieted him, and turned his inside into a drug store. But Jed got worse, and made his will. Presently, a tremendous ulcer broke out. Poor Jed thought he was a gone-coon. But the doctor said ' Now it has come to a head, we can squelch the disease. It is diseases that won't come to a head that baffle us.' So it is with this Ku-Klux. If there was an organization, we could put our foot upon it, and there would be an end of it. But Ku-Klux is not an organization—Ku-Klux won't come to a head—and that is the difficulty."

" Well, Colonel, why not withdraw the carpet-baggers, and leave the Southerners alone?"

" So we should; but the niggers have a vote, and if we left the Southerners to themselves, they would have the nigger votes, and swamp the East. Confound those blacks! When Abe Lincoln hinted to a nigger deputation that the best thing the children of Ham could do would be to go to Liberia, there was a mighty howl in my state; but the howlers now wish that Abe's advice had been taken. It is a fix, I do declare. What on earth to do with Ku-Klux, there is no guessing. We can't give the Southerners the black vote. We can't stamp out Ku-Klux. To let it go on is equal to rattlesnakes in the family bosom. And that, Britisher, is uncomfortable, and—if the Union was not eternal happiness and prosperity—might be dangerous."

The Colonel was silent for a few minutes. He threw the lighted end of his cigar on the carpet, stood up, and drank off his grog.

" I'll tell you what it is, sir. Ku-Klux is a ghost of the Civil War; and a ghost, sir, will defy creation."

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POLICIES covering risks on Merchandise and Buildings in Bombay continue to be granted by the above Company, through their Agents. Detached Bungalows and Household Furniture, both in Bombay and in the Mofussil, insured on very favourable terms.
LIFE BRANCH.
Life Premiums for 1859 .... £ 62,919 7s. 11d.
Do. 1869 .... £213,420 14s. 8d.
The undersigned, under instructions from the Head Office, are prepared to receive Proposals for Life Assurance with the above Company from Residents in India, and will afford every information regarding Rates of Premium, Participation in Profits, &c., to intending assurers.

ANNUAL PREMIUM FOR CIVILIANS TO ASSURE Rs. 1,000.

AGE NEXT BIRTHDAY.	FOR THE WHOLE TERM OF LIFE.		FOR A LIMITED NUMBER OF YEARS.	
	With Profits	Without Profits	One year.	Seven years.
	Rs. a.	Rs. a.	Rs. a.	Rs. a.
20	38 7	30 0	21	22
25	41 6	33 0	21	22
30	44 10	35 8	23	24
35	48 6	38 13	24	25

CAMPBELL, MITCHELL & Co.,
Agents, Royal Insurance Company.
Bombay, 1st June 1871.

THE STANDARD LIFE ASSURANCE COMPANY.—Established 1825.
With which is now united
THE COLONIAL LIFE ASSURANCE COMPANY.
COLONIAL AND FOREIGN ASSURANCES.
An Amalgamation having been formed between the STANDARD LIFE ASSURANCE COMPANY and the COLONIAL LIFE ASSURANCE COMPANY, the business of the United Companies will henceforth be conducted under the name of
THE STANDARD LIFE ASSURANCE COMPANY.
THE ANNUAL REVENUE of the Standard Company is now upwards of £710,428, and the Accumulated Funds amount to upwards of £4,284,648 sterling. The New Business transacted during the past year amounted to the large sum of £1,110,347 sterling, the corresponding Premiums amounting to £38,532 per annum.
MODERATE RATES charged for residence in the Colonies India, and other places abroad.
LOCAL BOARDS and AGENCIES in India and in all the British Colonies, where every facility will be afforded in the transaction of business, and where Premiums may be received and Claims paid.
Immediate reduction of Premium on return to Europe, or their temperate climate, without Medical Certificate.
PROFITS divided every five years.
The New Colonial and Foreign Prospectus may be had on application at the Chief Offices of the Company, or to the Agents at home or abroad.
WILL. THOS. THOMSON,
Manager and Actuary.
D. CLUNIE GREGOR,
Colonial and Foreign Secretary.
BOMBAY BOARD.
H. Prentis, Esq. | A. E. Ashley, Esq.
J. F. Moir, Esq. | C. E. Benn, Esq.
AGENTS AT BOMBAY.
The London, Asiatic, and American Company (Limited).

INSURANCES.

COMMERCIAL UNION ASSURANCE COMPANY.
HEAD OFFICE—19 & 20, CORNHILL, LONDON.
CAPITAL FULLY SUBSCRIBED £2,500,000
AMOUNT PAID UP £250,000

INDIAN BRANCH—CALCUTTA.
DIRECTORS OF THE INDIAN BRANCH.
A. Thorndike Esq., (Messrs. Atkinson Tilton & Co.) Merchant.
T. A. Apcar, Esq., (Messrs. Apcar & Co.) Merchant.
G. M. Blacker, Esq., Merchant.
J. C. Murray, Esq., (Messrs. Kettlewell, Bullen & Co.) Merchant.
The Hon'ble G. C. Paul, Officiating Judge of the High Court.
C. Sanderson, Esq., (Messrs. Berners, Sanderson and Upton) Solicitor and Registrar of the Diocese of Calcutta.
MANAGER IN INDIA.
C. H. OGBOURNE, ESQUIRE.
MEDICAL REFEREE FOR BOMBAY.
Dr. H. W. DIVER[illegible]

ADVANTAGES OFFERED TO THE PUBLIC.
1. The [illegible] other Offices [illegible]
2. Premiums [illegible] Monthly [illegible]
3. Claims [illegible]
4. Lives [illegible] are permitted [illegible]
5. [illegible] in 1862), and is therefore free from old Liabilities.
6. It possesses a very large Capital, the whole of which is fully subscribed.
7. Its investments are all of a first-class character.
8. The Life Funds are allowed to accumulate in Special Trust for the primary security of Life Policies.
9. The expenses of management are guaranteed by the Deed of Settlement not to exceed 10 per cent. of the Premium Income.
10. The London Direction consists of first-class City Merchants, who look after the business themselves, who are all Shareholders in the Company, and nearly all of whom have been on the Board from the commencement.
11. The large Bonus declared to Policyholders at the declaration of Profits up to December 1867.
12. The first-class position which the office holds at home, as shown by the price of its Shares on the London Stock Exchange.

IMPORTANT CONCESSION TO THE ARMY.
The Directors of this Company have decided upon accepting the Lives of Military Men, who are not on Active Service, AT THE SAME RATES AS CIVILIANS; provided that before proceeding on Active Service, due notice is given to the Manager, and a commensurate extra Premium paid. Subject to this stipulation the Civil rates of Premium WILL IN FUTURE APPLY EQUALLY TO MILITARY MEN AND CIVILIANS, and the former will be enabled to effect Assurances with this Company UPON MORE FAVOURABLE TERMS THAN CAN BE OBTAINED FROM ANY OTHER OFFICE.

GENERAL REGULATIONS.
The English rate takes effect from the date of departure from Europe from Alexandria to Port Said, and the Indian rate from the date of arrival at either of those places outward bound.
Medical Fees and Stamp Duty are paid by the Company. No Entrance Fee or other payment is required of the Assured beyond the Premium.
The following Agents have been appointed in connexion with the Life Department:—

Agra	Uncovenanted Service Bank.
Allahabad	C. J. Cooke, Esq., Bank of Bengal.
Akyab	Messrs. Bulloch Brothers.
Bankipore	W. Fraser, Esq., Bank of Bengal.
Behar Districts ...	J. Almeida, Esq.
Benares	H. T. Balfour, Esq., Bank of Bengal.
Bangalore	N. R. Bain, Esq.
Bombay	Messrs. Geo. W. Wheatley & Co.
Cawnpore	W. Neill, Esq., Bank of Bengal.
Ditto	Bank of Upper India.
Ditto	T. Lucas and Co.
Chittagong	Messrs. Bulloch Brothers.
Chumparun	James Begg, Esq.
Chumparun Districts	E. C. Lamb, Esq.
Cochin	Pearce, Leslie and Co.
Coconada	Abell, Will & Co.
Dalhousie	Walter Adlard, Esq.
Delhi	Delhi and London Bank.
Ditto	H. B. Sterndale, Esq., Bank of Bengal.
Dinapore	Messrs. Kelly & Co.
Dacca	N. P. Pogose, Esq.
Jhansie	Bazonjee Furdoonjee, Esq.
Kurseong	C. Graham, Esq.
Lahore	Hector Gunn, Esq., Agra Bank.
Ditto	J. D. Watters, Esq., Bank of Bengal.
Lucknow	W. Dickson, Esq., Bank of Bengal.
Ditto	Delhi and London Bank.
Madras	C. L. O'Brien, Esq., Secretary to the Local Board.
Moulmein	Messrs. Bulloch Brothers.
Mean Meer	W. Adlard, Esq.
Meerut	Greetham and White.
Mirzapore	T. Lucas and Co.
Monghyr	Thomas & Co.
Mussoorie	Delhi and London Bank.
Nagpore	T. A. Clarke, Esq.
Patna	Messrs. Kelly & Co.
Ditto	W. Fraser, Esq., Bank of Bengal.
Purneah	P. H. D. de Dombal, Esq.
Rangoon	Messrs. Bulloch Brothers.
Rohilkund Districts	H. Costley, Esq.
Sylhet	E. G. Foley, Esq.
Saugor	J. A. Withall, Esq.
Simla	Simla Bank Corporation.
Ditto	United Bank of India.
Tirhoot	E. Dalgleish, Esq.
Umballa	Simla Bank Corporation.
Ditto	Delhi and London Bank.
Ditto	Greetham and White.

Copies of the last Report and Balance Sheet of the Company, together with Forms of Proposal and all further information, may be obtained on application to
GEO. W. WHEATLEY & Co.,
Agents at Bombay.
March 1871.

Now Ready,
A SECOND EDITION
OF THE
THE INDIAN TRAVELLERS' GUIDE
FOR JUNE.
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CONTAINING, besides the other usual information, the latest alterations on the several lines of railway (including the new Time Tables of the B. B. & C. I. Railway which came in force on the 5th instant) and in the running of the Local Trains between Bombay and Bandora.
The GUIDE, having a large circulation amongst travellers, by rail and otherwise, is a most effective medium for advertisements.
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Great Indian Peninsula Railway.
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Rates for parcels, horses, carriages, &c., by G. I. P. Railway.
Bombay, Baroda, and Central India Railway.
Jubbulpore Extension Railway.
East Indian Railway.
Punjaub and Delhi Railways.
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Through Traffic from Kurrachee to Mooltan, Lahore, and Umritsur.
Eastern Bengal Railway.
Calcutta and South Eastern Railway.
Great Southern of India Railway.
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Steam Navigation Companies:—
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Bombay and Bengal S. N. Co.
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Austrian Lloyd.
Bombay Coast and River Steam Navigation Company.
Euphrates and Tigris Steam Navigation Company.
British India Steam Navigation Company.
[illegible]
China [illegible]
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Scale of Fares for Shigrams, Buggies, &c., in Bombay.
Scale of Fares for Palanquins.
Scale of Fares for Boats for Bombay Harbour.
May be had at the Bombay Railway Termini, to and the following—
AGENTS—
Bombay and Poona:—Messrs. Chesson and Woodhall.
Bombay:—Messrs. Thacker, Vining & Co.
Poona:—Messrs. Treacher & Co., and Railway Bookstall.
Alexandria:—Messrs. D. Robertson and Co.
London:—Mr. G. Street, 30 Cornhill.

SARSAPARILLA.
WILKINSON'S ESSENCE OR FLUID EXTRACT OF RED JAMAICA SARSAPARILLA, prescribed by the Faculty for Purifying the Blood, Debility, Liver Complaints, and freeing the system from the effects of Mercury; extensively used in India and the Colonies as a Prevention to Tropical Diseases.
" Superior preparation that may always be relied upon."—Sir Astley Cooper.
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" We recommend your Sarsaparilla as the best."—Medical Review.
Sold in ½, ¼, and pint bottles.
CAUTION.—Many spurious, worthless, and injurious preparations are offered to the Public; see that both Bottle and Label have the Name and Address and Trade Mark (W in a diamond.)

QUINTESSENCE OF JAMAICA GINGER AND CAMOMILE.
WILKINSON'S preparation of Ginger and Camomile has long been deservedly known as an excellent domestic medicine. It is a most efficient Stomachic Tonic, and the best remedy for Flatulency and disorders arising from impaired digestion.
It is not affected by climate.
No European in India or Tropical Countries should be without it.
Sold in ½, ¼, and 1 pint bottles.

AROMATIC TINCTURE OF QUINODINE.
For the prevention of Fever, Ague, and effects of Malaria.
An unfailing remedy.
It may be mentioned that those who, during the campaign in the Crimea, daily took a small quantity, passed entirely unharmed through the raking fire of Fever and Dysentery that thinned the ranks around them.
Sold in half and quarter-pint bottles.
Prepared only by Thos. Wilkinson, 270 Regent Street, London.
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Wholesale and Retail Agents, Treacher & Co., Limited, Medical Hall, Byculla, and Fort, Poona.
And of all the principal Firms in India and the Colonies.

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